

## EXHIBIT 1

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P.O. BOX 7033

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2 I. DONALD WEISSMAN (SBN 67980)  
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9 Attorneys for Plaintiffs  
10 LYDIA HARRIS and NEW IMAGE MEDIA  
11 CORPORATION

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES

14 LYDIA HARRIS, LIFESTYLE  
15 RECORDS, INC., AND NEW IMAGE  
16 MEDIA CORP.,

17 Plaintiffs,

18 v.

19 KEVIN GILLIAM AKA BATTLECAT;  
20 MARION H. KNIGHT AKA SUGE  
21 KNIGHT; DEATH ROW RECORDS;  
22 THA ROW, INC.; DAVID E. KENNER;  
23 DAVID E. KENNER PROFESSIONAL  
24 LAW CORPORATION; DAVID E.  
25 KENNER, A PROFESSIONAL  
26 CORPORATION; THE DAVID E.  
27 KENNER TRUST; INTERSCOPE  
28 RECORDS; JIMMY IOVINE; JOHN T.  
MCCLAIN, JR.; A&M RECORDS; ET  
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

JUDGMENT

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT,  
DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS, INC., and THA ROW, INC.,~~  
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application  
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I. Donald  
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor.

JUDGMENT

-2-

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA  
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARJON H. KNIGHT  
3 aka SUE KNIGHT, ~~DEATH ROW RECORDS, INC., aka DEATH ROW RECORDS L.L.C.,~~  
4 ~~and TIA ROW, INC.~~ in the sum of \$ 45,000,000 for economic damages,  
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages,  
6

7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed  
8 pursuant to the statute in the amount of \$ \_\_\_\_\_  
9

10 Dated: 3-9-05

11 *Ronald M. Solizian*  
12 JUDGE OF THE LOS ANGELES SUPERIOR COURT  
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WASSELJAN, COMDEN, CASELMAN & PEARSON L.L.P.  
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EXHIBIT 2

EXHIBIT 2

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CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Ludis Harris and New Line Entertainment, Inc. and Lifestyle Records, Inc. hereinafter referred to as "Client," and Wasserman, Comden & Caselman L.L.P., hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement alone shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representative regarding matters concerning Battlestar, including, but not limited to breach of licensing, publishing and all intellectual property issues.

This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuits;
- settlement procedures and negotiations;
- prosecution of claim by arbitration or legal action until award or judgment is obtained;
- and
- if judgment is obtained in Client's favor, opposing a motion for new trial by an opposing party.

Attorney is authorized to associate or employ, at Attorney's own expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, for arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Result: Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claims.

5. Litigation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee discussed below in the event of any recovery.

(a) Particular Costs and Expenses: The costs and expenses necessary in this case may include any or all of the following items (This list is not exclusive; other items may arise as necessary, and the rates shown are subject to change on prior written notice to Client.)

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees to experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at \$14/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at \$0.10/page
- word processing charges
- computerized legal research
- other computer time

(b) Client's Responsibility re Costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

If the case is settled before a lawsuit is filed, the amount equal to forty percent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

(a) Costs and Expenses as Affecting Contingency Fee: Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) Form of Recovery as Affecting Contingency Fee: If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable at \$100/year over 10 years, its present value may be approximately \$300, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(c) Sanctions Awards not Part of Recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's costs account when received by Attorney.

7. Effect of Discharge by Client: Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. Attorney's Lien: To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. Insurance: Wasserstein, Camden & Caselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. Arbitration of Disputes: If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1220 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

AA  
(CLIENT'S INITIALS)

M SR  
(WCA/C)

11. Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Resaca Blvd., Suite 330, Torrance, CA 91357 (place) on January 25, 2002.

ATTORNEY:

CLIENT:

WASSERSTEIN, CAMDEN & CASELMAN L.L.P. LYDIA HARRIS

BY: Martin S. Rudoy  
MARTIN S. RUDOY

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EXHIBIT 3

EXHIBIT 3

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**FILED**  
LOS ANGELES SUPERIOR COURT

FEB 26 2002

JOHN A. CLARKE, CLERK  
BY P. COOK, DEPUTY

Case assigned  
to Judge

David A. Workman

**COPY**

1 DAVID B. CASSELMAN (Bar No. 81657)  
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6 Attorneys for Plaintiffs  
7 LYDIA HARRIS, LIFESTYLE RECORDS, INC., AND NEW  
8 IMAGE MEDIA CORPORATION

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 Lydia Harris, Lifestyle Records, Inc., and  
12 New Image Media Corp.,

13 Plaintiffs,

14 v.

15 Kevin Gilliam aka Battlecat; Marion H.  
16 Knight aka Suge Knight; Death Row  
17 Records; Tha Row, Inc.; David E. Kenner;  
18 David E. Kenner Professional Law  
19 Corporation; David E. Kenner, a  
20 Professional Corporation; The David E.  
21 Kenner Trust; Interscope Records; Jimmy  
22 Iovine; John T. McClain, Jr.; A&M Records;  
23 Arista; Artemis; Asylum; BadBoy; Beyond  
24 Records; Def Jam; Done Deal; D P G; Elektra;  
25 Hip-O Records; Hoobangin Records; Jive; J-  
26 Records; Loud Records; MCA; Polygram;  
27 Priority; RCA; S.F.E. Ent.; Sick Wit It; TVT  
28 Records; The Orchard; Tommy Boy; Universal;  
Warner Bros. Records; Zomba and Does 1-100,

Defendants.

CASE NO. RC268857

COMPLAINT FOR:

1. Intentional Interference With Contractual Relations and Prospective Economic Advantage;
2. Breach of Contract;
3. Intentional Interference With Prospective Economic Advantage;
4. Fraud and Conspiracy to Defraud;
5. Defamation;
6. Intentional Infliction of Emotional Distress;
7. Professional Malpractice;
8. Violation of Business & Professions Code §§ 17200; and
9. Accounting

CIT/CASE: RC268857 LER/NEB  
RECEIPT #: CCH34353015  
DATE PAID: 02/26/02 10:49 AM  
FEE: \$174.00  
CASH: 174.00  
CHECK: 0310  
CHANGE:  
CASH:  
CASH:  
CASH:

Plaintiffs LYDIA HARRIS, LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORPORATION allege against defendants and each of them as follows:

320243.1

COMPLAINT FOR INTENTIONAL INTERFERENCE, BREACH OF CONTRACT, ETC.

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FACTUAL OVERVIEW

1  
2  
3 1. Beginning in approximately 1989, plaintiff LYDIA HARRIS entered into a series  
4 of legal relationships with DAVID E. KENNER and SUGE KNIGHT and the other KENNER  
5 and KNIGHT defendants (identified more particularly below). DAVID KENNER agreed to act  
6 as her attorney, counseling her and the corporate plaintiffs. In consideration for his services,  
7 the KENNER defendants received ownership and partnership interests in various business  
8 enterprises, including DEATH ROW RECORDS. In each and every venture, DAVID  
9 KENNER served as plaintiffs' trusted counsel, partner, advisor and confidant. Despite his  
10 fiduciary obligations, DAVID KENNER never disclosed his personal and conflicting interests,  
11 motivation and actions to plaintiffs, as alleged herein.

12  
13 2. During the period when DEATH ROW RECORDS was formed, it was  
14 understood and agreed that LYDIA HARRIS was a fifty percent owner and that DAVID  
15 KENNER, as her legal representative, would represent her in the management of that new  
16 company. The KENNER and KNIGHT defendants recognized the substantial value and  
17 incredible potential of this new business as well as the financial benefits and feasibility of  
18 excluding a fifty-percent owner who lacked their business acumen and greed. LYDIA HARRIS  
19 was a skilled producer, capable of locating and signing new and exciting talents in the emerging  
20 hip hop/rap music business. However, they knew that she lacked corporate business experience  
21 or political insider skills. Accordingly, she was vulnerable to misdealings by her partners and  
22 fiduciaries in such ventures.

23  
24 3. Plaintiff LYDIA HARRIS was the only female participant in the newly formed  
25 DEATH ROW RECORD entities. The KENNER and KNIGHT defendants had no respect for  
26 her person or position, consistent with the rap music industry perspective and practice of  
27 demeaning and disparaging women. From the outset, the KENNER and KNIGHT defendants  
28 conspired between themselves to take advantage of her skills, while depriving her of any of the

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benefits of her efforts or the collective synergy she helped generate in forming and developing  
DEATH ROW RECORDS.

4. In furtherance of this conspiracy, the KENNER and KNIGHT defendants secretly  
changed the status and legal existence of DEATH ROW RECORDS, carefully excluding  
plaintiffs from their plans and actions. Despite her rights and ownership interests in the  
DEATH ROW industry she helped to create, these defendants created confusion by forming  
multiple, similarly named entities, diverting funds away from plaintiff HARRIS, while  
simultaneously undermining each plaintiff in their independent ventures. All of these acts were  
intended to weaken, discredit and emasculate plaintiffs' efforts to discover, pursue or vindicate  
their rights.

5. These actions have taken many forms over a decade. They have all been part of  
a continuing, concealed, intentional effort in conscious disregard for the rights of plaintiffs. As  
set forth below, the KENNER and KNIGHT defendants manipulated plaintiffs as well as  
plaintiffs' relationships with other conspirators. Purporting to help plaintiffs, they created sham  
transactions with industry executives and labels. Everyone involved in these conspiracies knew  
that their goal was to divert plaintiff HARRIS away from her ownership and interests in  
DEATH ROW RECORDS.

6. With the knowledge and aid of industry executives including, but not limited to  
defendants JIMMY IOVINE and JOHN T. McCLAIN, JR., and their labels, including  
INTERSCOPE RECORDS, plaintiffs were deceived and induced to waste their time, efforts and  
money pursuing contractual matters that none of the conspirators intended to honor or took  
seriously. They knew their contracts were one-sided and illusory. At no time did plaintiffs  
realize that they were being falsely induced to enter into such contracts by an entire group of  
conspirators, secretly led by plaintiffs' own lawyer and fiduciary, defendant DAVID KENNER.

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1 7. This conspiracy later expanded to include actions designed to actively induce  
2 others to disregard, avoid and breach their contracts with plaintiffs. Such actions included direct  
3 and indirect comments, threats and inducements to producers, writers, artists, labels and  
4 distributors under contract to plaintiffs to produce hip hop music. Such improper contacts and  
5 inducements directly lead to a series of ongoing contract breaches by defendant BATTLECAT  
6 and others.

7  
8 8. Ultimately, to impact plaintiffs' ability to continue to meet, identify and cultivate  
9 new and talented artists, SUGE KNIGHT publicly defamed LYDIA HARRIS personally. By  
10 consciously and falsely defaming her and denouncing her ability, he hoped to destroy her  
11 credibility within the music industry and with potential new talent. In so doing, he knew that  
12 he could inflict harm to each of the plaintiff entities owned and controlled by her. With this  
13 motive in mind, he repeatedly and maliciously defamed her both personally and professionally  
14 in the national public spotlight. He chose his words carefully to destroy her image and  
15 reputation with new writers, artists and producers. He has published and repeated these known  
16 falsehoods about her personally and her professional ability, as set forth below, all to  
17 accomplish these improper and unlawful objectives.

18  
19 9. Each of the defendants has damaged plaintiffs and deprived them of income and  
20 successes in the music industry. Each of these actions began as part of the larger plan and  
21 longstanding conspiracy of the KENNER and KNIGHT defendants to destroy her ability to lay  
22 claim to her rightful share of the ownership and profits of DEATH ROW RECORDS.

23  
24 THE PARTIES

25  
26 10. Plaintiff LYDIA HARRIS is an individual residing in Los Angeles County,  
27 California. For over a decade, she has made her living in the music entertainment industry. She  
28 is or has been a director, officer or managing agent and sole shareholder of LIFESTYLE

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4  
COMPLAINT FOR INTENTIONAL INTERFERENCE, BREACH OF CONTRACT, ETC.

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1 RECORDS, INC., NEW IMAGE MEDIA CORPORATION, and Premier Entertainment, Inc.  
2 She was also an officer and 50% shareholder of GFP, Inc., principally involved in the formation  
3 and success of defendant DEATH ROW RECORDS. Plaintiff also co-executive produced the  
4 recently released documentary film, "Welcome to Death Row", which chronicles the history of  
5 that record label.

6  
7 11. Plaintiffs LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA  
8 CORPORATION are corporations organized and operating under the laws of the State of  
9 California. LYDIA HARRIS, LIFESTYLE RECORDS, INC. and/or NEW IMAGE MEDIA  
10 CORPORATION are or have done business under the fictitious business names of Jail House  
11 Entertainment, Jail House Records, K D A Distribution Group, Keeping The Dream Alive  
12 Productions, Life Style Records, and Nubreed Promotions. LYDIA HARRIS is also a partner  
13 in the general partnership Allen Gordon Entertainment.

14  
15 12. Defendant DAVID E. KENNER resides and does business in Los Angeles  
16 County, California. At all times material, DAVID E. KENNER is and has been licensed to  
17 practice law in the State of California. DAVID E. KENNER was and is an officer, director or  
18 managing agent of DEATH ROW RECORDS, DAVID E. KENNER, PROFESSIONAL LAW  
19 CORPORATION and DAVID E. KENNER, A PROFESSIONAL CORPORATION, and has  
20 been and is the trustee, trustor, or beneficiary of THE DAVID E. KENNER TRUST.

21  
22 13. DAVID E. KENNER, PROFESSIONAL LAW CORPORATION and DAVID  
23 E. KENNER, A PROFESSIONAL CORPORATION are corporations organized and existing  
24 under the laws of the state of California. At all times material, DAVID E. KENNER,  
25 PROFESSIONAL LAW CORPORATION, DAVID E. KENNER, A PROFESSIONAL  
26 CORPORATION and THE DAVID E. KENNER TRUST are the alter egos of DAVID E.  
27 KENNER (collectively, the "KENNER defendants").  
28

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1 14. Defendant MARION H. KNIGHT is also known as SUGE KNIGHT ("SUGE  
2 KNIGHT"). He is a resident of and does business in Los Angeles County, California. SUGE  
3 KNIGHT was and is an officer, director or managing agent of DEATH ROW RECORDS and  
4 THA ROW, INC. At all times material, SUGE KNIGHT was acting in both his individual  
5 capacity and his capacity as an officer, director or managing agent of DEATH ROW RECORDS  
6 and THA ROW, INC. They are all collectively referred to as the "KNIGHT defendants".  
7

8 15. DEATH ROW RECORDS and THA ROW, INC. were and are corporations  
9 organized and existing under the laws of the State of California, with their principal place of  
10 business in Los Angeles County. Plaintiff is informed and believes that DEATH ROW  
11 RECORDS is also known as DEATH ROW RECORDS, L.L.C.  
12

13 16. Defendant KEVIN GILLIAM is professionally known as "Battlecat" and "DJ  
14 Battlecat" ("BATTLECAT"). He is a resident of and does business in Los Angeles County,  
15 California.  
16

17 17. Defendant INTERSCOPE RECORDS, INC. is a Delaware corporation doing  
18 business in Los Angeles County, California, and is the general partner of defendant  
19 INTERSCOPE RECORDS, a California general partnership (collectively, "INTERSCOPE").  
20 Defendants JIMMY IOVINE ("IOVINE") and JOHN T. McCLAIN, JR. ("McCLAIN") are  
21 residents of Los Angeles County, California. IOVINE and McCLAIN were and/or are officers,  
22 directors and/or managing agents of INTERSCOPE. IOVINE, McCLAIN and INTERSCOPE  
23 are referred to collectively as the "INTERSCOPE defendants".  
24

25 18. Plaintiffs are informed and believe that defendants A&M RECORDS; ARISTA;  
26 ARTEMIS; ASYLUM; BADBOY; BEYOND RECORDS; DEF JAM; DONE DEAL; D P G;  
27 ELEKTRA; HIP-O RECORDS; HOOBANGIN RECORDS; JIVE; J-RECORDS; LOUD  
28 RECORDS; MCA; POLYGRAM; PRIORITY; RCA; S.F.E. ENT.; SICK WIT IT; TVT

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1 RECORDS; THE ORCHARD; TOMMY BOY; UNIVERSAL; WARNER BROS.; and  
2 ZOMBA (collectively, the "LABELS" or, individually, "LABEL") are corporations or other  
3 entities doing business in Los Angeles County, California.

4  
5 19. Plaintiffs are informed and believe that each of the LABELS has contracted with  
6 and paid compensation to BATTLECAT for his services as a producer, writer or artist on  
7 albums, cassettes, CD's and/or DVD's which each such LABEL has released for national or  
8 international sale to the public.

9  
10 20. Plaintiffs are informed and believe that each DOE defendant is a resident of or an  
11 entity doing business in Los Angeles County, California. DOES 1 through 100 are producers,  
12 writers, artists, labels or distributors residing or doing business in Los Angeles County,  
13 California. The true names and capacities of these DOES are unknown to plaintiffs. Plaintiffs  
14 therefore sue these defendants by such fictitious names. Plaintiffs will seek leave to amend this  
15 complaint to insert the true names and capacities of these fictitiously named defendants when  
16 they are ascertained. Each defendant designated as a "DOE" is responsible in some manner for  
17 the acts, occurrences and liabilities hereinafter alleged.

18  
19 21. At all times material, defendants were the agents and employees of each other and  
20 were acting within the course and scope of said agency and employment relationships.

21  
22 **FIRST CAUSE OF ACTION**  
23 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**  
24 **AND PROSPECTIVE ECONOMIC ADVANTAGE**  
25 **(By Plaintiffs against the Kenner and Knight Defendants)**

26  
27 22. Plaintiffs incorporate all prior paragraphs and the allegations of the third, fourth  
28 and seventh causes of action as though fully set forth herein.

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1 23. At all times material, the KENNER and KNIGHT defendants knew that plaintiffs  
2 had a legitimate ownership interest in DEATH ROW RECORDS and legitimate contractual  
3 relationships with various producers, writers, artists, labels and distributors. They included  
4 valid contracts with BATTLECAT, Dana Dane, Relativity, R.E.D./Sony, and Maverick. These  
5 relationships were cultivated and created by plaintiffs, together with DAVID KENNER acting  
6 as their counsel, in conjunction with SUGE KNIGHT and/or others. These relationships  
7 resulted in contracts, formation of business entities and various agreements, both written and  
8 oral, all related to development of hip hop music for sale and distribution to the public.

9  
10 24. In furtherance of the conspiracy outlined above, the KENNER and KNIGHT  
11 defendants intentionally induced various industry individuals and entities to breach or otherwise  
12 abandon their contracts, agreements and business promises to plaintiffs. These inducements  
13 were made by relying upon their substantial power and influence in the emerging field of rap  
14 music. Defendants were able to "convince" industry executives, labels, producers, writers,  
15 artists, distributors and others to avoid working with plaintiffs entirely, enter into sham  
16 transactions and/or disregard existing profitable contracts, all to the substantial damage of each  
17 plaintiff herein.

18  
19 25. As a proximate result of the conduct of defendants, and each of them, plaintiffs  
20 have sustained general and special damages, including but not limited to emotional distress  
21 (LYDIA HARRIS only), loss of the benefits of their contracts, lost profits, loss of earnings, loss  
22 of goodwill, and actual harm to plaintiffs' reputations, all in an amount to be proven at trial.

23  
24 26. By engaging in this conduct, defendants, and each of them, acted intentionally,  
25 maliciously, oppressively and with willful and conscious disregard for the rights of plaintiffs.  
26 DAVID KENNER and SUGE KNIGHT were officers, directors, and/or managing agents of  
27 defendant DEATH ROW RECORDS, which independently authorized and ratified their  
28 conduct herein. Punitive damages should be assessed against the KENNER and KNIGHT

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1 defendants and each of them for the sake of example and to punish these defendants.

2  
3 SECOND CAUSE OF ACTION

4 BREACH OF CONTRACT

5 (By Plaintiffs Against Battlecat)

6  
7 27. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.

8  
9 28. One of the contractual relationships created by plaintiffs, relying upon the  
10 guidance and legal counsel of DAVID KENNER, involves an Exclusive Producer Agreement  
11 with defendant BATTLECAT. This contract was drafted under the supervision of the KENNER  
12 defendants and executed under circumstances known to the KENNER and KNIGHT  
13 defendants.

14  
15 29. Effective September 11, 1993, plaintiffs LYDIA HARRIS and LIFESTYLE  
16 RECORDS entered into this Exclusive Producer Agreement with BATTLECAT. A true and  
17 correct copy of the contract is attached as Exhibit A and incorporated herein as though fully set  
18 forth at length.

19  
20 30. Effective November 1, 1996, NEW IMAGE MEDIA CORPORATION acquired  
21 all right, title and interest in and to all contracts entered into between BATTLECAT and  
22 LIFESTYLE RECORDS. BATTLECAT acknowledged and agreed in writing to this  
23 acquisition. A copy of this agreement is attached as Exhibit B and incorporated herein as  
24 though fully set forth at length.

25  
26 31. On or before September 11, 1998, LYDIA HARRIS, NEW IMAGE MEDIA  
27 CORPORATION and BATTLECAT entered into a further written agreement which extended  
28 the Exclusive Producer Agreement for an additional five years.

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32. Plaintiffs have performed all covenants and conditions required of them under the Exclusive Producer Agreement, except for those covenants and conditions which were excused, BATTLECAT has waived or is estopped to assert, or which were rendered impossible due to the conduct of others.

33. Relying in part upon inducements and threats emanating from the KENNER and KNIGHT defendants, BATTLECAT intentionally breached the Exclusive Producer Agreement. His breaches include producing, writing, performing, re-mixing or otherwise contributing to the production of musical recordings for the benefit of himself and others, without making any payments to plaintiffs as contractually promised. In addition, BATTLECAT failed to acknowledge and even affirmatively denied plaintiffs' right, title and interest in and to his work as well as the compensation paid to him as set forth in their Exclusive Producer Agreement.

34. Plaintiffs are informed and believe that the following musical works were produced, written, or performed by BATTLECAT, and that he received payments for this work without making any payments to plaintiffs as required by their contract. Plaintiffs are informed and believe that, collectively, more than five million copies of these recordings have been sold. Plaintiffs are further informed and believe that BATTLECAT has or will receive up to \$75,000 per master (i.e., a single song) for his involvement in each of these projects.

a. A&M RECORDS: one or more songs on the albums *The Players Club* and *The Players Club [Clean]*, released on or about March 7, 1998.

b. ARISTA: one or more songs on the album *Weekend*, released on or about October 9, 2001.

c. ARTEMIS: one or more songs on the albums *The Streetz Iz A...*

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- 1 released in or about 1999, and "O", released on or about August  
2 21, 2001.
- 3
- 4 d. BADBOY: one or more songs on the album *Faithfully*, released on  
5 or about November 6, 2001.
- 6
- 7 e. BEYOND RECORDS: one or more songs on the album *Lucy*  
8 *Pearl*, released on or about May 23, 2000.
- 9
- 10 f. DEF JAM: one or more songs on the album *Def Jam Music Group*  
11 *Ten Year Anniversary*, released on or about November 21, 1995.
- 12
- 13 g. DONE DEAL: one or more songs on the album *Heated Speeches*,  
14 *Vol. 1*, released on or about April 10, 2001.
- 15
- 16 h. D.P.G.: one or more songs on the album *Who Ride Wit Us*,  
17 released on or about November 6, 2001.
- 18
- 19 i. ELEKTRA/ASYLUM: one or more songs on the albums *Music*  
20 *and Me* and *Music and Me [Clean]*, released on or about December  
21 4, 2001.
- 22
- 23 j. HIP-O RECORDS: one or more songs on the album *Love Hip-*  
24 *Hop*, released on or about May 16, 2000.
- 25
- 26 k. HOOBANGIN RECORDS/PRIORITY: The songs *Platinum*  
27 *Game*, released on or about 1998, and "Children of Da Ghetto",  
28 performed by BATTLECAT, and released in or about 1999.

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1. J-RECORDS: The song, "Do U Wanna Roll" on the soundtrack *Dr. Doolittle 2*, released on or about June 19, 2001; and, one or more songs on the album *Genesis [Clean]*, released on or about November 27, 2001
- m. JIVE: The song, "Na, Na . . ." on the album *Loyalty and Betrayal [Clean]*, released on or about October 24, 2000; and, one or more songs on the albums *Corruptor [Original Soundtrack]*, released on or about March 9, 1999, and *Things in the Game Done Changed*, released on or about January 25, 2000;
- n. LOUD RECORDS: one or more songs on the albums *Can You Feel Me*, released on or about September 6, 1996, *Restless* and *Restless [Clean]*, released on or about December 12, 2000;
- o. MCA: The song, "High Come Down" on the album, *Wild 'n Tha West [Clean]*, released on or about June 19, 2001.
- p. POLYGRAM: One or more songs on the following albums: *The Shadiest One*, released on or about April 28, 1998; *Def Jam 1985-2001: History of Hip Hop, Vol. 1*, and *Def Jam 1985-2001: History of Hip Hop, Vol. 1 [Clean]*, released on or about February 27, 2001.
- q. PRIORITY: One or more songs on the following albums: *Thicker Than Water*, released on or about October 5, 1999; *Strikes*, released on or about February 22, 2000; *The Last Meal*, released on or about December 19, 2000; *Nuthin' But a Gangsta Party, Vol. 2*,

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- 1 released on or about July 3, 2001; *Personal Business*, released on  
2 or about July 17, 2001; *Training Day*, released on or about  
3 September 11, 2001; and *Bones*, released on or about October 9,  
4 2001.
- 5
- 6 r. RCA: One or more songs on the albums *2000 Watts* and *2000*  
7 *Watts [Clean]* albums, released on or about May 22, 2001.  
8
- 9 s. S.F.E. ENT.: One or more songs on the album *Twisted Reality*,  
10 released on or about January 30, 2001.  
11
- 12 t. SICK WIT IT/JIVE/ZOMBA: One or more songs on the album  
13 *Sophomore Release*, released in or about 2000.  
14
- 15 u. SONY RECORDS: One or more songs on the album *Rap Life*,  
16 released on or about November 23, 1999.  
17
- 18 v. THE ORCHARD: One or more songs on the album *Expensive and*  
19 *Dear*, released on or about March 28, 2000.  
20
- 21 w. TOMMY BOY: One or more songs on the album *The Ride: Music*  
22 *From Dimension*, released on or about February 17, 1998.  
23
- 24 x. TVT RECORDS: The songs *G'd Up [Single]*, released on or about  
25 December 7, 1999, "*Baby if you're ready*" on the album,  
26 *Pleezbaleevit!*, released in 2000, and "*Dollaz, drank & dank*" on  
27 the album *Da Khop Shop*, released on or about March 21, 2001;  
28 and one or more songs on the albums *Tha Eastsidaz* also known as

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1 *Snoop Dogg Presents Tha Eastsidaz*, released on or about February  
2 1,2000; and *Duces n' Trays, The Old Fashioned Way* and *Duces n'*  
3 *Trays, The Old Fashioned Way [Clean]*, released on or about July  
4 31, 2001.

5  
6 y. UNIVERSAL: The song "*Just a Baby Boy*" on *Baby Boy [Clean]*  
7 and *Baby Boy*, on or about June 19, 2001; and one or more songs  
8 on the albums *Waterbed Hev*, released on or about April 22, 1997,  
9 and *Superhero*, released on or about August 28, 2001.

10  
11 z. WARNER BROS.: One or more songs on the album *Thin Line*  
12 *Between Love and Hate*, released on or about February 13, 1996.

13  
14 35. Plaintiffs are informed and believe that BATTLECAT also contracted to produce  
15 or produced musical recordings with DOE defendants 1 through 100. Despite the requirements  
16 of their contract, defendant similarly failed to make any payments to plaintiffs for this work as  
17 required by their Exclusive Producer Agreement. In addition, plaintiffs are informed and  
18 believe that JOHN T. McCLAIN, JR., acting as an officer, director and managing agent of  
19 DreamWorks Music Publishing L.L.C., has recently agreed to pay or has paid BATTLECAT  
20 approximately \$600,000 as consideration for additional production, writing and/or artist  
21 services. None of the funds paid to BATTLECAT has been paid to plaintiffs, as required by  
22 contract.

23  
24 36. In breach of his promises, BATTLECAT took all funds paid for each such  
25 production, composition, recording, including publishing rights and points owed to plaintiff,  
26 in violation of their Exclusive Producer Agreement. This conduct was neither excused nor  
27 otherwise permitted pursuant to the terms of the agreement.  
28

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1 37. As a proximate result of the conduct of defendant, plaintiffs have sustained  
2 general and special damages, including loss of the benefits of the contract, loss of past and  
3 future profits, and loss of good will, all in an amount to be proven at trial, but which plaintiff  
4 reasonably estimates to exceed \$10,000,000.

5  
6 THIRD CAUSE OF ACTION  
7 INTENTIONAL INTERFERENCE WITH PROSPECTIVE  
8 ECONOMIC ADVANTAGE

9 (By Plaintiffs Against the Interscope Defendants, the Labels and Does 1-100)

10  
11 38. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.

12  
13 39. Fully aware of the contract between plaintiffs and BATTLECAT, defendants  
14 intentionally engaged in conduct which materially interfered with the performance of that  
15 contract. Specifically, each defendant knew that BATTLECAT was under exclusive contract  
16 to plaintiffs and that all funds paid for his services should have been paid to plaintiffs, for  
17 redistribution to producers, writers, artists, and others, as per their existing contractual  
18 agreements. Instead, defendants intentionally interfered with this contractual relationship by  
19 inducing, encouraging and permitting others to disregard and abandon their obligations under  
20 their contracts with plaintiffs. As a direct consequence, these individuals and entities paid  
21 none of the funds they knew were owed to plaintiffs. In short, defendants simply ignored their  
22 obligations to plaintiffs, forcing them to file this action to protect their contractual rights.

23  
24 40. As a proximate result of the conduct of defendants, and each of them, plaintiffs  
25 have sustained general and special damages, including but not limited to emotional distress  
26 (LYDIA HARRIS only), loss of the benefits of their contracts, lost profits, loss of earnings, loss  
27 of goodwill, and actual harm to plaintiffs' reputations, all in an amount to be proven at trial.  
28

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1 41. By engaging in this conduct, the INTERSCOPE DEFENDANTS, and each of  
2 them, acted intentionally, maliciously, oppressively and with willful and conscious disregard  
3 for the rights of plaintiffs. IOVINE and McCLAIN were and/or are officers, directors, and/or  
4 managing agents of INTERSCOPE, which independently authorized and ratified their conduct  
5 herein. Punitive damages should be assessed against the INTERSCOPE DEFENDANTS and  
6 each of them for the sake of example and to punish these defendants.

7  
8 FOURTH CAUSE OF ACTION

9 FRAUD AND CONSPIRACY TO DEFRAUD

10 (By Plaintiffs Against the Kenner, Knight and  
11 Interscope Defendants, and Does 1-100)

12  
13 42. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.

14  
15 43. Commencing in or about 1989, the KENNER and KNIGHT defendants began  
16 enlisting the aid of industry executives and entities for the purpose of furthering their plan to  
17 exclude plaintiff LYDIA HARRIS from involvement with and enjoyment of the profits from  
18 DEATH ROW RECORDS and its successors and related entities. Using their increasing cachet  
19 in the industry, they obtained the assistance of significant executives who would agree to join  
20 in their plan. These executives and their companies were motivated to participate in this  
21 improper scheme in order to obtain a lucrative position vis-a-vis the emerging hip hop industry  
22 centered around the newly created entity known as DEATH ROW RECORDS.

23  
24 44. These executives and their labels agreed to participate by coordinating with the  
25 KENNER and KNIGHT defendants to confuse plaintiffs and divert the assets flowing to  
26 DEATH ROW RECORDS, divert plaintiffs' energies and attention away from this deception,  
27 and induce plaintiffs to enter into contractual relationships which superficially appeared to  
28 provide plaintiffs with substantial rights and interests. The INTERSCOPE defendants, among

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1 others, participated in this conspiracy by entering into lengthy, intentionally confusing and  
2 illusory contracts with plaintiffs. These contracts were drafted in conspiracy with plaintiffs'  
3 own counsel, the KENNER defendants.

4  
5 45. These contracts required plaintiffs to perform countless tasks and fulfill substantial  
6 obligations. At the same time, they imposed no meaningful or enforceable obligations upon the  
7 other contracting parties. However, because these contracts were lengthy and/or unintelligible  
8 to all but experienced attorneys, plaintiffs were unaware of the illusory nature of the promises  
9 contained therein and the absence of meaningful remedies for plaintiffs in the event (and  
10 eventuality) that such contracts were later abandoned, ignored or simply dishonored.

11  
12 46. The KENNER defendants intended that plaintiffs would rely upon and follow  
13 their advice concerning the entities with whom plaintiffs should contract and the terms of those  
14 contracts. However, the KENNER defendants knew that the advice they were giving plaintiffs  
15 was adverse and harmful to plaintiffs' interests, leaving them with monumental obligations and  
16 duties without any true recourse against breaches by the other contracting parties.

17  
18 47. The KENNER and KNIGHT defendants knew that these contracts would defraud  
19 plaintiffs and had the desired effect of (1) diverting LYDIA HARRIS from her personal  
20 involvement in DEATH ROW RECORDS, (2) yielding no benefits, profits or value for  
21 plaintiffs, and thus, (3) effectively preventing plaintiff HARRIS from financially exerting any  
22 meaningful claim when she eventually discovered that she had been defrauded out of her  
23 interests in DEATH ROW RECORDS.

24  
25 48. Plaintiffs are informed and believe that the KENNER and KNIGHT defendants  
26 persuaded the INTERSCOPE defendants to participate in their conspiracy. Plaintiffs are  
27 informed and believe that the KENNER and KNIGHT defendants initiated or participated in  
28 this conspiracy in their individual capacities and as officers, directors or managing agents of

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1 DEATH ROW RECORDS.

2

3 49. Plaintiffs are further informed and believe that the KENNER defendants  
4 participated in drafting and approving the onerous and illusory contract with defendant  
5 INTERSCOPE, and with respect to her interests in DEATH ROW RECORDS. At no time did  
6 defendants have any intention of fulfilling their obligations under these agreements. Rather,  
7 they intended to immediately "bury" and divert plaintiffs by altering the legal status of DEATH  
8 ROW RECORDS and by assigning the INTERSCOPE-LIFESTYLE contract to a record label  
9 with little or no experience in rap music, which would never release the masters for public sale.  
10 The impact upon plaintiffs was known to be substantial by virtue of the tremendous time, energy  
11 and expense which would be required to develop the master recordings, which the defendants  
12 knew would never be released for sale. As a result, plaintiffs would receive no benefit from  
13 their efforts and suffer substantial distress and financial damage.

14

15 50. Plaintiff LYDIA HARRIS, acting on her own behalf and on behalf of her solely-  
16 owned corporation, LIFESTYLE RECORDS, reasonably believed that DAVID KENNER was  
17 acting as her attorney, partner, fiduciary, and confidante. As such, she reasonably and  
18 justifiably relied heavily upon his advice. Plaintiffs also reasonably relied upon the affirmative  
19 representations and significant industry reputations of the KNIGHT and INTERSCOPE  
20 defendants when they promised to work with her in good faith and to fulfill their promises and  
21 contractual obligations. Plaintiffs were unaware of the falsity of or ulterior motives underlying  
22 the advice, representations and promises made by these defendants.

23

24 51. As a proximate result of the conduct of defendants, and each of them, plaintiffs  
25 have sustained general and special damages, including but not limited to emotional distress  
26 (LYDIA HARRIS only), loss of the benefits of their contracts, lost profits, loss of earnings, loss  
27 of goodwill, and actual harm to plaintiffs' reputations, all in an amount to be proven at trial.

28

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1 52. By engaging in this conduct, defendants, and each of them, acted intentionally,  
2 maliciously, oppressively and with willful and conscious disregard for the rights of plaintiffs.  
3 IOVINE and McCLAIN were officers, directors, and/or managing agents of defendant  
4 INTERSCOPE, which independently authorized and ratified their conduct herein. KENNER  
5 was an officer, director, trustee or managing agent of DAVID E. KENNER, PROFESSIONAL  
6 LAW CORPORATION, DAVID E. KENNER, A PROFESSIONAL CORPORATION,  
7 DAVID E. KENNER TRUST and DEATH ROW RECORDS, which independently authorized  
8 and ratified his conduct herein. KNIGHT was an officer, director or managing agent of  
9 DEATH ROW RECORDS, which independently authorized and ratified his conduct herein.  
10 Punitive damages should be assessed against these defendants and each of them for the sake of  
11 example and to punish these defendants, in an amount to be proven at the time of trial.  
12

13 FIFTH CAUSE OF ACTION

14 FOR DEFAMATION

15 (By Plaintiffs Against the Knight Defendants and Does 1-100)

16  
17 53. Plaintiff incorporates all prior paragraphs as though fully set forth herein.  
18

19 54. SUGE KNIGHT, acting in his individual capacity and on behalf of DEATH ROW  
20 RECORDS and THA ROW, INC., intentionally defamed plaintiff LYDIA HARRIS by making  
21 false and unprivileged publications, disseminated both orally and in writing.  
22

23 55. SUGE KNIGHT represented that plaintiff was and is lying about her professional  
24 accomplishments; lying about her involvement in the formation and history of Death Row  
25 Records; a false FBI and/or government informant, using her position and contacts with new  
26 rap artists, producers and writers to falsely accuse them of crimes to get them arrested and  
27 convicted of crimes they did not commit; lying about her marital status; marital infidelity; a  
28 willing participant in repeated and wanton sexual intercourse with numerous men at DEATH

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1 ROW RECORDS studio, on the same day, all in order to convince them to give her a recording  
2 contract.

3  
4 56. Between approximately March 2001 and February 2002, the following false and  
5 unprivileged publications were made about plaintiff by the KNIGHT defendants and were made  
6 available for world-wide viewing on the internet site of BET.com:

7  
8 "[By BET.com] I'm sure you've heard about this new documentary film,  
9 'Welcome to Death Row', which claims to tell the real story behind the  
10 rise and fall of your record label [Death Row Records].

11  
12 [by Knight] I haven't seen it, but I heard a bunch of conversations about  
13 the character whose putting it out {laughs}.

14  
15 [By BET.com] What do you think about it?

16  
17 [By Knight] As for the film, that movie . . . they know they're lying. .  
18 . . I don't like rats and I'm not going to participate in that. Realistically,  
19 can't nobody make a film about Death Row but Suge Knight. One of the  
20 things, you don't have to take my word that they're lying. You can take  
21 the grand jury and the government's word that they're lying. . . . As  
22 far as the Mike guy . . . , this guy has told on almost every drug dealer,  
23 lied on them, Columbians and anybody else just to try to get freedom.  
24 Then he turned around and lied about Death Row to try to gain his  
25 freedom . . . But most of all, [Harry O] is a rat, his wife's a rat. They go  
26 around setting people up and think the more they tell on them, that  
27 that will get him home. . . . As for anybody saying they had anything  
28 to do with Death Row, nobody ever gave me a penny. . . . And for

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1 people to go around and say they had something to do with Death  
2 Row or they helped start Death Row? If that's the case, start another  
3 label. If it was so easy and if it was so true. When you get desperate  
4 people looking for attention and trying to make some money, they'll  
5 say anything. When I first found out about [Michael] and Lydia Harris,  
6 they said they owned Rap-a-Lot Records. The whole concept about it  
7 is, if you look at it, don't take just me and Death Row. These are the  
8 same people who say they started Rap-A-Lot. These are same people  
9 who say they paid for Denzel Washington and made him the actor he  
10 is today and took care of him and his wife with drug money.

11  
12 [By BET.com] The Michael Harris and Denzel Washington connection  
13 is mentioned in the film.

14  
15 [By Knight] Yea. {laughs} ... If it's Suge Knight and Death Row, they  
16 say, 'Okay, it's a big deal.' and we have to prove that they were lying. .  
17 . . If a person turns around and say, 'Well, I did this for Denzel  
18 Washington with drug money, I did this with Rap-a-Lot with drug money,  
19 I did this with Death Row with drug money and I'm doing this for my  
20 wife, my family, with drug money', it doesn't take a rocket scientist to  
21 figure it out. If they admitting they did all this stuff with drug money,  
22 why hasn't the government taken their shit? It's because they're just  
23 informants and they're just lying." (Parentheses in original.) (Emphasis  
24 added.)

25  
26 57. On or about January 28, 2002, the KNIGHT defendants also made the following  
27 false and unprivileged publications about plaintiff during a widely disseminated broadcast radio  
28 show on WBSL Radio Station 107.5 FM in New York City, New York. Plaintiff is informed

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1 and believes that the entirety of the broadcast was aired at least twice.

2  
3 58. Specifically, Mr. Knight said:

4  
5 Knight: So, we like, what would you do to sing. She said anything.

6 Interviewer: Uh oh.

7 Knight: So, we all look, anything. Right. She said anything. So, you  
8 know, like most, all my home boys. You got to realize one thing. Most  
9 of them just got out of the penitentiary.

10 Interviewer: Yes.

11 Knight: You know, so, doing 5 years, 7 years, 8 years, 10 years, no  
12 woman.

13 Interviewer: Commit the rudest of acts.

14 \* \* \*

15 Knight: All right. So, anyway, we was like, she was like. We're like  
16 anything, she like anything. So, what end up happening was, right.  
17 What happened. She was willing to do anything. So, before you knew  
18 it, you are looking at like from anywhere from 12 guys to 15 guys in  
19 the studio.

20 Interviewer: Okay.

21 Knight: Every person had their way with her.

22 Interviewer: Shut up, Sage, shut up.

23 Knight: No, every person had their way with her, right. So, all, any  
24 of you could think of, right. So, then after all that finished -- she came  
25 and she was hollering at me and she was like -- I sing, you know, some  
26 of these guys - I gone and did everybody you want, some guys three  
27 times, some guys four. I lost count. So, she like, what's up with this  
28 record. I said, you know, you still can't sing to me. She said, well, you

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1 know, I'm married.  
2 Interviewer: What.  
3 Knight: So, you know, I was, so I was like, damn, you're married like  
4 that. She said like, yeah.  
5 Interviewer: Ok, ok  
6 Knight: Then she been around. She said, well look, we own Rap A  
7 Lot, we got the Ghetto Boys, we got Scar Face, we got Willy B. You  
8 know, she wanted to name them.  
9 Interviewer: Right.  
10 Knight: We own Denzel Washington. I said well, damn. If your  
11 husband owns Rap A Lot, that mean you own Rap A Lot.  
12 Interviewer: Right.  
13 Knight: That mean you trying to get down.  
14 \* \* \* \*  
15 Knight: ... I'm a business man. So, she was like, okay, I'm going to talk  
16 to him. So, she talk to him and then he wanted to holler. So, I was like,  
17 okay, look. This was - I went - I said check this out. If you say you got  
18 Rap A Lot, you say you got the Ghetto Boys, give them to me. She  
19 said you can have them.  
20 \* \* \* \*  
21 Knight: Lydia goes around, pose as wife and set people up, trying to  
22 knock off time for him to come home. So, she go, she goes around and  
23 act like she is still doing something.  
24 Interviewer: Got you, got you.  
25 Knight: And then she goes and set him up, because she's a rat. ... So,  
26 I call the meeting with everybody. And I said look, Lydia, that's a rat.  
27 She a rat. Her husband a rat. Pay no Ghetto Boys and Rap A Lot and  
28 Denzel Washington is all lies. ... they go around and saying doing

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1 something illegal to be in business and help businesses, why do we  
2 mess with these people, why don't go and say, okay, how you guys, now  
3 let me take yours. . . . Because they are informers, they're snitches. .  
4 . . Man, that woman works for the FBI, the government. . . . I mean  
5 that's some powerful thing for her to be an informer for the  
6 government, a stray snitch." (Emphasis added.)  
7

8 59. These publications are unambiguous and libelous on their face. The  
9 representations and actions which defendants have attributed to plaintiff are all untrue. They  
10 have exposed plaintiff to embarrassment, contempt, ridicule and disgrace, both personally and  
11 professionally.  
12

13 60. Defendants have imputed to plaintiff qualities, including but not limited to, low  
14 morality, untrustworthiness, dishonesty and incompetence. Each false statement had a natural  
15 tendency to injure her personally and professionally, and which, by natural consequences, have  
16 caused actual damage. As a result of these false, unprivileged and defamatory statements,  
17 defendants have caused LYDIA HARRIS personally and the businesses with which she is  
18 involved, including but not limited to NEW IMAGE MEDIA PRODUCTIONS, to be shunned  
19 or avoided by members of the entertainment industry.  
20

21 61. These publications were malicious and motivated by personal and professional  
22 ill will and greed. Defendant's intentions, both personally and on behalf of DEATH ROW  
23 RECORDS and THA ROW, INC., were designed to debase and discredit plaintiffs personally  
24 and professionally in the eyes of the new and developing hip hop artists, producers and writers.  
25

26 62. Plaintiff timely and properly demanded that the owner, operator and general  
27 manager of WBLS Radio Station 107.5 FM retract each and every one of the slanderous  
28 statements made by SUGE KNIGHT. Plaintiff is informed and believes that no retraction has

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1 been issued.

2  
3 63. As a proximate result of the conduct of defendants, and each of them, plaintiffs  
4 have sustained general and special damages, including but not limited to emotional distress  
5 (LYDIA HARRIS only), loss of the benefits of their contracts, lost profits, loss of earnings, loss  
6 of goodwill, and actual harm to plaintiffs' reputations, all in an amount to be proven at trial.

7  
8 64. By engaging in this conduct, the KNIGHT defendants, and each of them, acted  
9 intentionally, maliciously, oppressively and with willful and conscious disregard for the rights  
10 of plaintiffs. SUGE KNIGHT was and is an officer, director or managing agent of DEATH  
11 ROW RECORDS and THA ROW, INC., which independently authorized and ratified his  
12 conduct herein. Punitive damages should be assessed against the KNIGHT defendants and each  
13 of them for the sake of example and to punish these defendants in an amount to be proven at  
14 trial.

15  
16 SIXTH CAUSE OF ACTION  
17 FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

18 (By Lydia Harris Against the Kenner, Knight and  
19 Interscope Defendants and Does 1-100)

20  
21 65. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.

22  
23 66. The KENNER, KNIGHT and INTERSCOPE defendants and Does 1-100 engaged  
24 in all of the above-described outrageous and unprivileged conduct with the intention to cause  
25 plaintiff LYDIA HARRIS to suffer severe emotional distress.

26  
27 67. As a proximate result of the conduct of defendants, and each of them, as alleged  
28 above, plaintiff suffered severe emotional distress and sustained general and special damages,

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1 including but not limited to severe emotional distress, loss of the benefits of her contracts, lost  
2 profits, loss of earnings, loss of goodwill, and actual harm to plaintiff's reputation, all in an  
3 amount to be proven at trial.

4  
5 68. By engaging in this conduct, the KENNER, KNIGHT and INTERSCOPE  
6 defendants, and each of them, acted intentionally, maliciously, oppressively and with willful and  
7 conscious disregard for the rights of plaintiffs. IOVINE and McCLAIN are or were officers,  
8 directors, and/or managing agents of defendant INTERSCOPE, which independently authorized  
9 and ratified their conduct herein. KENNER was and is an officer, director, trustee, or managing  
10 agent of DAVID E. KENNER, PROFESSIONAL LAW CORPORATION, DAVID E.  
11 KENNER, A PROFESSIONAL CORPORATION, DAVID E. KENNER TRUST and DEATH  
12 ROW RECORDS, which independently authorized and ratified his conduct herein. KNIGHT  
13 was and is an officer, director or managing agent of DEATH ROW RECORDS, which  
14 independently authorized and ratified his conduct herein. Punitive damages should be assessed  
15 against these defendants and each of them for the sake of example and to punish the defendants  
16 in an amount to be proven at trial.

17  
18 SEVENTH CAUSE OF ACTION  
19 FOR PROFESSIONAL MALPRACTICE  
20 (By Plaintiffs Lydia Harris and Lifestyle Records  
21 Against the Kenner Defendants)  
22

23 69. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.

24  
25 70. The KENNER defendants, acting as plaintiffs' partner, confidant and counsel,  
26 assisted LYDIA HARRIS in the formation of DEATH ROW RECORDS, then continuously  
27 represented her with respect to a series of claims, contracts and business dealings as set forth  
28 herein. As plaintiffs' counsel, the KENNER defendants owed plaintiffs the highest degree of

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1 fiduciary duty and care. As her partner and confidant, the KENNER defendants intentionally  
2 cultivated a similarly high degree of trust and confidence. Plaintiffs relied on their relationship  
3 with the KENNER defendants to their detriment.

4  
5 71. The KENNER defendants continuously breached their fiduciary duties to  
6 plaintiffs, and abused the trust and confidence that plaintiffs placed in them. They concealed  
7 their conflicts and motives from plaintiffs, including the fact that they did not intend to  
8 represent plaintiffs' interests, but instead intended to harm plaintiffs and advance their own  
9 adverse interests. As a result, defendants consistently refused and failed to protect her interests  
10 where required.

11  
12 72. From the outset of their legal representation of plaintiffs, the KENNER defendants  
13 operated below the standard of care required of an attorney in the community. Such acts  
14 included defendants' refusals or failures to properly document and protect the legal ownership  
15 interest of plaintiff HARRIS in the newly formed DEATH ROW RECORDS entities.

16  
17 73. LYDIA HARRIS continues to believe she is entitled to one half of the profits and  
18 ownership of the DEATH ROW entities. Plaintiff has only recently been advised that there is  
19 a serious omission in the existing documentation which the KENNER defendants should have  
20 prepared and maintained to legally document plaintiff's involvement and ownership interests.

21  
22 74. In the absence of full disclosure and awareness of these issues, plaintiffs were  
23 incapable of giving free or intelligent consent to defendants' conduct and pursuit of adverse  
24 positions and conflicting interests. The KENNER defendants concealed all of their actions  
25 intended to injure plaintiffs. Instead, they assured plaintiffs that they were doing all that was  
26 within their power to assist plaintiffs. But, at all times, the KENNER defendants were using  
27 confidential information obtained during their attorney-client relationship to harm plaintiffs'  
28 interests and advance their own.

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1 75. At all times material, defendants DAVID KENNER and SUGE KNIGHT were  
2 officers, directors or managing agents of DEATH ROW RECORDS. DEATH ROW  
3 RECORDS acted as a secret competitor of LIFESTYLE RECORDS in the music industry. In  
4 an effort to advance conflicting interests in DEATH ROW RECORDS, the KENNER  
5 defendants persuaded plaintiffs to enter into the above-referenced contract with INTERSCOPE  
6 involving the work of BATTLECAT and Dana Dane. In doing so, the KENNER defendants  
7 purported to act in their capacity as attorney for plaintiffs. In reality, this conduct was part of  
8 a conspiracy with the KNIGHT and INTERSCOPE defendants to defraud plaintiffs.

9  
10 76. The KENNER defendants thus conspired with the KNIGHT and INTERSCOPE  
11 defendants to draft the INTERSCOPE contract so that numerous duties were imposed only upon  
12 plaintiffs concerning their duty to produce the subject masters. INTERSCOPE would receive  
13 sole ownership and control of the masters if plaintiffs could live up to their obligations. Yet,  
14 pursuant to their contract, INTERSCOPE had no duty to release the albums once produced.  
15 Plaintiffs were thus left with no effective remedy to compel their release or to otherwise obtain  
16 the masters to be released by other distributors.

17  
18 77. The KENNER defendants drafted and/or affirmatively approved these provisions,  
19 which were intended to insure that, when INTERSCOPE refused to release the albums,  
20 plaintiffs could not require them to do so. Thus, plaintiffs would never receive royalties,  
21 goodwill, or otherwise profit from any album developed under this agreement. Such acts were  
22 both intentional and below the standard of care for any attorney in such a situation.

23  
24 78. Upon execution of the contract between plaintiffs and INTERSCOPE, the  
25 KENNER defendants and others then immediately arranged and convinced plaintiffs to agree  
26 to the assignment by INTERSCOPE of this contract to Maverick Records. As a result of that  
27 assignment, plaintiffs then owed Maverick the duties imposed upon plaintiffs, with the same,  
28 intentionally one-sided terms drafted by KENNER with INTERSCOPE. Maverick thus

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1 received such benefits, with essentially no obligation to release or distribute anything produced  
2 by plaintiffs and no risk if they chose not to do so.

3  
4 79. The KENNER defendants told plaintiffs that, as a condition of entering into this  
5 agreement with Maverick, plaintiffs had to abandon a lucrative distribution agreement they had  
6 already entered into with another label and distributor, Relativity and R.E.D./Sony. Plaintiffs  
7 are informed and believe that Relativity and R.E.D./Sony was interested in pursuing additional  
8 distribution agreements with plaintiffs. However, relying upon the intentionally misleading and  
9 harmful advice of the KENNER defendants, plaintiffs abandoned their relationship with  
10 Relativity and R.E.D./Sony in order to enter into the assignment the KENNER defendants and  
11 others arranged with Maverick. Maverick has now refused to distribute the BATTLECAT  
12 album, to allow its release by any other distributor, or to otherwise return the masters produced  
13 by plaintiffs to them. Plaintiffs have no contractual recourse, due directly to the negligent or  
14 intentional omissions of the KENNER defendants.

15  
16 80. Plaintiffs placed full confidence and reliance in the KENNER defendants until on  
17 or about February 2002. Only then did plaintiffs begin to discover some of the true facts  
18 concerning the long-standing disloyalty and breaches by the KENNER defendants. Only at that  
19 time, while current counsel for plaintiffs were investigating potential claims against others, were  
20 the facts giving rise to the liability of the KENNER defendants discovered. Until this discovery  
21 was disclosed to plaintiff, LYDIA HARRIS, she reasonably had been led to believe that DAVID  
22 KENNER had great affection and professional loyalty to her. For those reasons, she did not  
23 believe he would harm her or her business relationships. Defendants relied on that deception  
24 to deprive plaintiff HARRIS of her rights to DEATH ROW RECORDS and pursuant to the  
25 INTERSCOPE contract described herein.

26  
27 81. As a proximate result of the conduct of defendants, and each of them, plaintiffs  
28 have sustained general and special damages, including but not limited to emotional distress

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**NINTH CAUSE OF ACTION**  
**FOR ACCOUNTING**

(By Plaintiffs Against Battlecat, the Interscope  
Defendants, the Labels and Does 1-100)

85. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.

86. The amount of money contractually due from each such defendant is presently  
unknown to plaintiffs and cannot be ascertained without an accounting of the amounts paid by  
the INTERSCOPE defendants, the LABELs, and Does 1-100, for the services of BATTLECAT  
as a producer, writer or artist.

WHEREFORE, plaintiffs pray for the following relief:

1. For general and special damages according to proof;
2. For restitution and disgorgement of profits according to proof;
3. For punitive damages pursuant to California Civil Code § 3294 et seq.;
4. For accountings;
5. For payment to plaintiffs of the amounts due from defendants as a result of  
each accounting;
6. For costs of suit; and
7. For such further relief which is just and appropriate.

DATED: February 26, 2002 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.

By: 

DAVID B. CASSELMAN

Attorneys for Plaintiffs

LYDIA HARRIS, LIFESTYLE RECORDS, INC., AND  
NEW IMAGE MEDIA CORPORATION

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LIFESTYLE RECORDS  
c/o David E. Kenner, Esq.  
Fifth Floor  
16000 Ventura Boulevard  
Encino, CA 91436

September 11, 1993

Mr. Kevin Gilliam  
p/k/a "Battle Cat"

Re: Exclusive Producer Agreement

Dear Mr. Gilliam:

The following shall constitute your and our agreement with respect to your producing for us, during the Term hereof, master recordings ("Masters") embodying performances of various artists (each such artist being referred to as "Artist") and rendering such other services as may be related thereto:

1. TERM

The term hereof (the "Term") shall commence on the date hereof and shall continue for a period of one year. You hereby grant to us (4) irrevocable options to extend the Term for periods of one (1) year each. Each such option shall be deemed automatically exercised by us unless we give you written notice to the contrary prior to the date that the then current period of the Term would otherwise expire.

2. RECORDING OBLIGATION

During each one-year period of the Term, you shall record a for us, as a minimum, four (4) L.P. Masters. We shall have the right to require you to record additional Masters in each one-year period at our discretion.

3. RECORDING PROCEDURES AND BUDGET

LIF/EXPROD/BATTLECA  
DEK/9.11.93

1

EXH A 000038

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(a) The Masters recorded by you hereunder shall be recorded in a recording studio selected or approved by us. Each Master hereunder shall consist of newly recorded studio performances of material selected or approved by us. Each Master shall be subject to our approval as commercially and technically satisfactory. Upon our request, you shall re-record any selection until a commercially and technically satisfactory Master shall have been obtained.

(b) We shall determine the recording budget for each Master to be produced hereunder after consultation with you. We shall pay all recording costs up to the approved budget. All recording costs paid by us shall be deemed advances against and shall be recouped from all monies becoming payable to the Artist.

#### 4. COPYRIGHT AND OWNERSHIP OF MASTERS

All Masters recorded by you during the Term hereof shall be entirely our property and we shall be the owner of all rights of copyright in the Masters. Such Masters shall be deemed "works made for hire" under the U.S. Copyright Act and all other copyright laws throughout the world. We shall have the sole, exclusive, worldwide and perpetual right to use the Masters in any manner we see fit.

#### 5. MECHANICAL ROYALTIES

You hereby grant us and/or our designees mechanical licenses for the United States for all musical compositions which you have written (directly or indirectly) on in which you own the copyright (in whole or in part) and which are produced by you hereunder ("Controlled Compositions") at the rate of 75% of the then-current minimum statutory rate (without regard to playing time) set forth in the Copyright Act of the United States. With respect to the aforesaid mechanical licenses issued to us for such Controlled Compositions, we shall be required to pay mechanical royalties only on Records for which Record royalties are payable to you hereunder, in the same manner and at the same times as such Record royalties are payable. If the Distribution Agreement referred to in Paragraph 7 below shall contain different or additional provisions concerning "Controlled Compositions", then this paragraph shall automatically be deemed amended to comply with the terms of such Distribution Agreement.

#### 6. ADVANCES

We shall pay to you the following sums which shall be advances against you and recoupable by us out of all royalties becoming payable to you pursuant to this or any other agreement between you and us:

- (a) Two Thousand Dollars (\$2,000) upon the execution of this agreement; and

LIVEXPROD/BATTLECA  
DEK/9.11.93

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(b) Fifty percent (50%) of the net advances received by us from distributors on account of your services covering the Masters hereunder.

## 7. ROYALTIES

Conditioned upon your full and faithful performance of each and all of the terms hereof, we shall pay you the following royalties in respect of records subject to this Agreement:

(a) A royalty of fifty percent of the net royalties received by us from distributors on account of your services covering the Masters hereunder ("Basic Royalty Rate").

(b) The aforesaid royalties shall be paid and computed in the same manner as royalties are paid and computed to the Artist pursuant to the terms of the Agreement between us and Artist and, accordingly, shall be subject to all reductions, deductions, and category variations set forth therein with respect to the exploitation of the Masters, including, but not limited to, reductions and deductions for mid-priced, budget and other reduced price sales, PX and other governmental and institutional sales, mail order, premiums and other special sales, multiple albums, so-called compact discs, singles, tape sales, licensee sales, flat fee exploitations, packaging charges, taxes, records distributed as "free" or "no charge" records (whether for promotional purposes or for resale), discounts and reserves.

(c) We shall have the right to license the Masters to third parties for record and/or all other types of use on a flat-fee basis. We shall credit your royalty account with twenty percent (20%) of the "net amount" received by us under each such license. The term "net amount" shall mean the gross amount less the amounts payable to any other individual producer(s) of the Masters.

(d) As to Masters produced by you together with another producer, the royalty rate otherwise payable hereunder with respect to sales of any record derived from any such Master and the recording costs and/or advances otherwise payable by us hereunder with respect to any such Master shall be prorated by multiplying such royalty rate or recording costs and/or advances by a fraction, the numerator of which is "1" and the denominator of which is the total number of producers who performed services in connection with such Master.

## 8. ACCOUNTING STATEMENTS

(a) Statements together with payments of accrued royalties, if any, earned by you during the preceding semi-annual period, shall be sent by us to you on or before March 31 each year for the six (6) month period ending December 31 of the previous year, and on or before September 30 of each year for the six (6) month period ending the preceding June 30. We shall have the right to retain a reasonable reserve in your royalty account against subsequent charges, credits, or returns. *but in no event more than*

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(b) No royalties shall be payable to you on any records sold hereunder unless we have received payment for such record or have received a credit against a previous advance.

(c) You shall be deemed to have consented to all royalty statements and other accountings rendered by us hereunder and each such royalty statement or other accounting shall be final and binding; and shall not be subject to any objection for any reason whatsoever unless specific objection in writing, stating the basis thereof, is given by you to us within two (2) years after the date rendered.

(d) We shall maintain books of accounts concerning the sale of records hereunder. You or your attorney or a certified public accountant, in your behalf, may, at your sole expense, examine our said books relating to the sale of records hereunder during our normal business hours, upon reasonable written notice and only once during any year. Our books of accounts relating to any particular royalty statement may be examined as aforesaid only once per statement and within one (1) year after the date rendered.

9. YOUR WARRANTIES AND REPRESENTATIONS

You hereby warrant and represent that:

(a) You are under no disability, restriction, or prohibition, whether contractual or otherwise, with respect to your right to execute this Agreement, to grant the rights granted by you to us hereunder, and to perform each and every term and provision hereof.

(b) You hereby grant to us the right to use and to allow others to use your name and any professional name adopted by you, as well as your biography and all likenesses for phonograph record and related purposes.

(c) All Controlled Compositions together with all other selections embodied in the Masters which are furnished or selected by you as well as any other materials, ideas, or other properties furnished or selected by you and contained in or used in connection with the master, the packaging therefor, or the advertising thereof, will not violate or infringe upon any common law or statutory rights or any person, firm or corporation.

(e) You understand that you have the right to seek the advice of independent counsel concerning your rights, the provisions hereof, and the advisability of executing this agreement. Further, you represent and warrant that you have been advised by us, and given me the opportunity, to seek the advice of independent counsel, and acknowledge that you are executing this agreement voluntarily after consultation with independent counsel or after intentionally deciding not to seek advice of independent counsel.

10. EXCLUSIVITY: RE-RECORDING RESTRICTION

LP/EXPROD/BATTLECA  
DEK/9.11.93

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(a) "Masters" and "Master Recordings" -- every recording of sound, whether or not coupled with the visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording, production and/or manufacture of phonograph records;

(b) "Records" and "Phonograph Records" -- all forms of reproduction of masters now or hereafter known, whether in compact disc, vinyl disc, tape form or any other form, manufactured or distributed primarily for home use, school use, juke box use, or use in means of transportation, embodying (i) sound alone or (ii) sound coupled with visual images, e.g., "sight and sound" devices;

(c) "Recording Costs" -- wages, fees, advances and payments of any nature to or in respect of all musicians, vocalists, conductors, arrangers, orchestrators, engineers, producers, copyists, etc.; payments to a trustee or fund based on wages to the extent required by any agreement between us and any labor organization or trustee; all studio, tape, editing, mixing, remixing, mastering and engineering costs; all costs of-trade, per diems, rehearsal halls, non-studio facilities and equipment, dubdown, rental and transportation of instruments; all costs occasioned by the cancellation of any scheduled recording session; and all other costs and expenses incurred in producing the master recordings hereunder which are then customarily recognized as recording costs in the recording industry.

14. FINANCIAL GUARANTIES.

(a) Notwithstanding anything to the contrary contained in this Agreement, we hereby guarantee payment to you of not less than \$6,000.00 for each full twelve (12) month period hereunder. The balance, if any, of each such payment (i.e., to the extent such guaranteed payment is less than the aggregate of all other monies paid to you or on your behalf in the applicable annual period) shall be paid by us prior to the end of the of each consecutive twelve (12) month period during the term of this agreement. All payments made pursuant to this paragraph 14 shall constitute a prepayment in advance against all monies payable to you under this agreement. In the event you do not receive said sum, you shall give written notice to us of the amount outstanding and we shall have thirty (30) days to cure said failure to pay.

(b) You acknowledges and confirms that the guaranteed payment set forth in paragraph 14(a) hereof is intended to preserve our right to injunctive relief to prevent the breach of this agreement by you and accordingly it is the parties' mutual intention that said guarantee be intended and construed in such manner as to comply with the provisions of California Code of Civil Procedure Section 3423(5th) and California Code of Civil Procedure Section 526 confirming the availability of injunctive relief to prevent the breach of a contract in writing for the rendition or furnishing of personal services.

If the foregoing accurately reflects your understanding and agreement with us, please indicate by signing below. You and we intend to enter into a more formal agreement but until such

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agreement is executed, this letter agreement shall constitute a valid and binding agreement  
between you and us.

Very truly yours,

Lifestyle Records

By:

*Rydia Harris/Pres*

AGREED AND ACCEPTED:

*Kevin Gilliam*

Kevin Gilliam, p/k/a "Battle Car"

Social Security No. 669-43-8851

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New Image Media Corp.  
1609 South Robertson Blvd.  
Los Angeles, CA 90035

Dated: As of November 1, 1996

Mr. Kevin Gilliam  
p/k/a "Battlakat"

Dear Kevin:

Please be advised that effective as of November 1, 1996, New Image Media Corp. ("New Image") has acquired ownership and control of all right, title and interest in and to all contracts entered into between you and Lifestyle Records and/or Lifestyle Records, Inc. (collectively "Lifestyle"), and all of the results and proceeds therefrom, including, but not limited to, all musical compositions and master recordings created thereunder.

New Image will account to you in connection with all receipts, income, or revenues derived therefrom and received by New Image.

Please mark your records accordingly and direct all future correspondence to New Image.

Please acknowledge receipt of this notification by signing and returning the enclosed copy of this letter.

Very truly yours,

NEW IMAGE MEDIA CORP.

By: Rydia Harris  
Its: J.E.

ACCEPTED AND AGREED:

Kevin Gilliam  
Kevin Gilliam, p/k/a "Battle Cat"  
Social Security No. 669-73-8851

000045

EXHIBIT 4

EXHIBIT 4

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1 DAVID B. CASSELMAN (SBN 81657)  
2 L DONALD WEISSMAN (SBN 67980)  
3 HOWARD S. BLUM (SBN 60609)  
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON  
5 5567 Reseda Boulevard, Suite 330  
Post Office Box 7033  
Tarzana, California 91357-7033  
Telephone: (818) 705-6800 • (323) 872-0995  
Facsimile: (818) 705-8147

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OF ORIGINAL FILED  
Los Angeles Superior Court

MAY 19 2005

John A. Clarke, Executive Officer/Clerk

By R. Amiga Deputy  
R. Amiga

6 Attorneys for Plaintiffs  
7 LYDIA HARRIS and NEW IMAGE MEDIA  
CORPORATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10  
11 LYDIA HARRIS, LIFESTYLE  
12 RECORDS, INC., AND NEW IMAGE  
MEDIA CORP.,

CASE NO. BC 268857

13 Plaintiffs,

Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41

14 v.

[Complaint Filed: February 26, 2002]

15 KEVIN GILLIAM AKA BATTLECAT;  
16 MARION H. KNIGHT AKA SUGE  
KNIGHT; DEATH ROW RECORDS;  
17 THA ROW, INC.; DAVID E. KENNER;  
DAVID E. KENNER PROFESSIONAL  
LAW CORPORATION; DAVID E.  
18 KENNER, A PROFESSIONAL  
CORPORATION; THE DAVID E.  
19 KENNER TRUST; INTERSCOPE  
RECORDS; JIMMY IOVINE; JOHN T.  
20 MCCLAIN, JR.; A&M RECORDS; ET  
AL.,

NOTICE OF ATTORNEY LIEN

21 Defendants.

22  
23 TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;  
24 JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW  
25 RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES:

26  
27 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &  
28 Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

402923.1

NOTICE OF ATTORNEY LIEN

EXHIBIT 3 PAGE 79

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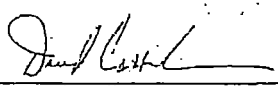
(40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00 per day. Said percentage is to be applied after priority payment to the Firm of costs expended in the sum of \$213,890.27.

PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman & Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums transferred.

PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the content and existence of this lien.

DATED: May 18, 2005

WASSERMAN, COMDEN, CASSELMAN &  
PEARSON L.L.P.

By:   
DAVID B. CASSELMAN  
Attorneys for Plaintiffs  
LYDIA HARRIS and NEW IMAGE MEDIA  
CORPORATION

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
5567 RESEDA BOULEVARD, SUITE 330  
F.O. BOX 151  
TARZANA, CALIFORNIA 91387-7033

Case 2:06-bk-11205-VZ Doc 515-3 Filed 05/02/08 Entered 05/02/08 17:25:28 Desc  
Exhibit 3 Page 41 of 62

PROOF OF SERVICE  
*Lydia Harris v. Kevin Gilliam, et al.*  
(LASC Case No. BC 268857)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

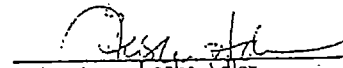
On May 19, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

SEE ATTACHED LIST

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
5567 RESEDA BOULEVARD, SUITE 330  
TARZANA, CALIFORNIA 91357-7033

- ☒ BY MAIL: By placing a true copy of the foregoing document(s) in a sealed envelope addressed as above, and placing it in the following ordinary business practices. I am readily able to perform the practice of collection and processing correspondence and matters for mailing with the United States Postal Service. Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than five days after date of deposit for mailing in affidavit.
- ☐ BY OVERNIGHT: I delivered the above-referenced document(s) to be delivered to the above address(es).
- ☐ BY FAX: I delivered a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.
- ☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).
- ☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ☐ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

May 19, 2005, at Tarzana, California.

  
Leslie Adler

Case 2:06-bk-11205-VZ Doc 515-3 Filed 05/02/08 Entered 05/02/08 17:25:28 Desc  
Exhibit 3 Page 42 of 62

SERVICE LIST

*Lydia Harris v. Kevin Gilliam, et al.*  
(LASC Case No. BC226857)

Lydia Harris  
3910 Daphne Street  
Houston, TX 77021

New Image Media Corp.  
c/o Lydia Harris  
3910 Daphne Street  
Houston, TX 77021

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LAW OFFICES OF ALAN S. GUTMAN  
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Relativity Entertainment, Inc. fka Relativity  
Records, Inc., Loud Records, LLC and  
Loud Records, Inc.*

Bart H. Williams, Esq.  
Megan M. LaBelle, Esq.  
MUNGER, TOLLES & OLSON, L.L.P.  
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John A. McClain, III, Aftermath Records and  
Andre Young*

Joseph Golden, Esq.  
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Tel.: (310) 772-2260  
Fax: (310) 772-2299  
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Inc.*

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Katherine J. Kuneberger, Esq.  
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Death Row Records; Tha Row Records*

George L. Mallory, Jr., Esq.  
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*Counsel for Hollywood Records, Inc.*

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Beverly Hills, CA 90212

Marion H. Knight  
aka Suge Knight  
c/o Death Row Records  
8200 Wilshire Boulevard  
P.O. Box 3037  
Beverly Hills, CA 90212

Tha Row  
8200 Wilshire Boulevard  
P.O. Box 3037  
Beverly Hills, CA 90212

Suge Publishing  
c/o Death Row Records  
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P.O. Box 3037  
Beverly Hills, CA 90212

Joseph A. Davis, Esq.  
DAVIS AND WINSTON  
9911 West Pico Boulevard  
Suite 1400  
Los Angeles, CA 900035  
Tel: (310) 277-4662  
*Counsel for Bad Boy Entertainment, Inc.*

4

402964.1

NOTICE OF ATTORNEY LIEN

EXHIBIT 3 PAGE 82

Case 2:06-bk-11205-VZ Doc 515-3 Filed 05/02/08 Entered 05/02/08 17:25:28 Desc  
Exhibit 3 Page 43 of 62

1 Peter J. Anderson, Esq.  
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3 100 Wilshire Boulevard, Suite #2010  
4 Santa Monica, California 90401  
5 Tel: (310) 260-6030  
6 Fax: (310) 260-6040  
7 Counsel for Zomba Recording Corp.

8 Daniel J. Aaron, Esq.  
9 DANIEL J. AARON, P.C.  
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12 Tel: (212) 684-4466  
13 Fax: (212) 684-5566  
14 Co-Counsel for Koch Entertainment  
15 Distribution

16 Dermot Damian Givens, Esq.  
17 433 North Camden Drive, #600  
18 Beverly Hills, CA 90210

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Sharon A. Urias, Esq.  
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Co-Counsel for Koch Entertainment  
Distribution

WASSELMAN, COMDEN, CASSELMAN & PHARSON LLP  
6567 RESEDA BOULEVARD, SUITE 330  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

EXHIBIT 5

EXHIBIT 5

1 Peter O. Ezzell (Bar No. 53497)  
Nancy E. Lucas (Bar No. 126854)  
2 HAIGHT BROWN & BONESTEEL LLP  
6080 Center Drive, Suite 800  
3 Los Angeles, CA 90045-1574  
Telephone: 310.215.7100  
4 Facsimile: 310.215.7300  
  
5 David B. Casselman (Bar No. 91657)  
Leonard J. Comden (Bar No. 56775)  
6 Howard S. Blum (Bar No. 60603)  
WASSERMAN, COMDEN & CASSELMAN, L.L.P.  
7 5567 Reseda Boulevard, Suite 330  
Post Office box 7033  
8 Tarzana, CA 91357-7033  
Telephone: (818) 705-6800 \* (323) 872-0995  
9 Facsimile: (818) 345-0162  
  
10 Associated Attorneys for Plaintiff  
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
14

15 WASSERMAN, COMDEN,  
CASSELMAN & PEARSON, L.L.P.,

16 Plaintiff,

17 v.

18 LYDIA HARRIS; LIFESTYLE  
RECORDS, INC.; NEW IMAGE MEDIA  
19 CORP.; MARION H. KNIGHT, aka SUGE  
KNIGHT; DEATH ROW RECORDS,  
20 INC.; DEATH ROW RECORDS, L.L.C.;  
THA ROW, INC.; DERMOT GIVENS;  
21 KEVIN GILLIAM aka BATTLECAT;  
AND DOES 1 through 100, Inclusive,

22 Defendants.  
23

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,  
Dept. 41]

FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005  
Trial Date: April 17, 2006

24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.  
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the  
27 laws of the State of California with its principal place of business in Tarzana, California.  
28

LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, L.L.P.  
Los Angeles

WC11-000007  
J123884.1

1  
FIRST AMENDED COMPLAINT

EXHIBIT 3 PAGE 46 4/13/06

1 The law firm of Wasserman, Comden, Casselman & Pearson, L.L.P., changed its name  
2 effective January 1, 2006. It is now known as Wasserman, Comden & Casselman, L.L.P.

3 2. Defendants LYDIA HARRIS (hereinafter "HARRIS"), MARION H.  
4 KNIGHT, aka SUGE KNIGHT (hereinafter "KNIGHT"), DERMOT GIVENS (hereinafter  
5 "GIVENS") and KEVIN GILLIAM aka BATTLECAT (hereinafter "GILLIAM") are  
6 individuals who, at all material times resided in Los Angeles County, California.

7 3. Plaintiff is informed and believes and thereon alleges that the remaining  
8 defendants, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA CORP., DEATH  
9 ROW RECORDS, INC., DEATH ROW RECORDS, L.L.C., and THA ROW, INC. are  
10 business entities who were or are authorized to transact business in the State of California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued  
12 herein as Does 1 through 100 and therefore sues these defendants by such fictitious names.  
13 Plaintiff will amend this pleading to allege the true names and capacities of such Does  
14 when ascertained. The conduct of Does 1 through 100 proximately caused damages to  
15 plaintiff as alleged herein. DOES 1 through 25 are the alter egos of LYDIA HARRIS,  
16 LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORP. (hereinafter "The  
17 HARRIS Defendants"). DOES 26 through 50 are the alter egos of MARION H. KNIGHT,  
18 aka SUGE KNIGHT and DEATH ROW RECORDS, INC. (hereinafter "The KNIGHT  
19 Defendants"). DOES 51 through 75 are the alter egos of GILLIAM. Does 76-100 are the  
20 persons and entities that knowingly interfered with plaintiff's contractual lien rights.

21 5. On or about January 25, 2002, plaintiff and defendant HARRIS entered into  
22 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff  
23 agreed to represent HARRIS in connection with liability claims against MARION H.  
24 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and  
25 in connection with liability claims against GILLIAM. A copy of that written retainer  
26 agreement is attached as Exhibit F, and is incorporated herein by this reference.

27 6. Some of the material terms of the Contingency Fee Agreement include that  
28 WCCP was authorized to incur reasonable costs and expenses in performing legal services

1 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition  
2 to the contingency fee. . ."

3 7. HARRIS discussed and agreed to a forty percent (40%) contingency fee and  
4 acknowledged that the fee arrangement was fair and reasonable.

5 8. HARRIS specifically negotiated a contingency fee arrangement and agreed  
6 to allow a lien upon any recovery for payment of attorneys' fees, "to secure payment to  
7 Attorney of all sums due under this Agreement for services rendered or costs advanced,  
8 Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit  
9 filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or  
10 otherwise."

11 9. Plaintiff has performed all conditions, covenants and promises of the  
12 Agreement, and represented HARRIS vigorously and competently in her litigation against  
13 the KNIGHT Defendants. On February 26, 2002, plaintiff prepared and filed a complaint  
14 for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case  
15 Number BC268857.

16 10. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002, through  
17 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her  
18 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT  
19 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for  
20 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is  
21 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March  
22 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity  
23 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest  
24 (attached as Exhibit C).

25 11. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On  
26 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating  
27 that she was representing herself.  
28

12. On May 19, 2005, plaintiff filed and served on defendants a Notice of Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of \$107 million, plus interest accruing at the rate of \$29,315.00 per day), plus costs expended in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

13. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement" which represents that HARRIS and KNIGHT had agreed to a conditional settlement on "specified terms that are not to be performed within 45 days of the settlement." The Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself occurred before a Substitution of Attorney was filed. None of the defendants notified plaintiff of any such negotiations or settlement and the defendants have, affirmatively concealed the fact of such negotiations and the settlement terms.

14. It was reported on August 29, 2005 in the Los Angeles Times that HARRIS has received the sum of \$1.2 million as a result of the lawsuit. A "settlement" in the sum of \$1 million is reported by counsel for KNIGHT in this action. Plaintiff has received no compensation for professional services rendered.

15. Plaintiff has requested and defendants have refused to disclose the material terms of the settlement or make any payment to the plaintiff. Plaintiff is informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants conspired to conceal the true terms of any settlement agreement (if any), and the true sum(s) of any payment(s) from plaintiff, and that the defendants willfully and intentionally executed one or more settlement agreements, all in disregard of plaintiff's valid lien rights. Plaintiff is informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants deliberately chose not to file a Partial Satisfaction of Judgment in order to conceal the material terms of the settlement from plaintiff.

1 16. Plaintiff is informed, and thereon alleges, that HARRIS negotiated a secret  
2 settlement agreement with the KNIGHT defendants that resulted in HARRIS being paid at  
3 least \$1 million by the KNIGHT defendants. (HARRIS and the KNIGHT Defendants have  
4 since disagreed on whether that payment effectuated a full or partial payment under their  
5 settlement agreement, or whether a meeting of the minds occurred at all, so as to create a  
6 binding settlement agreement. Both parties have admitted that the \$1 million was  
7 transferred from the KNIGHT Defendants to HARRIS to satisfy, in full or in part, the  
8 Judgment.) HARRIS claims, or has claimed, that she, through other counsel, Dermot  
9 Damien Givens, negotiated a purported settlement with the KNIGHT Defendants that  
10 would result in the KNIGHT Defendants paying her consideration including, among other  
11 things, the greater of \$5.8 million paid to her annually on a specified date over five years,  
12 or the income generated from certain specified songs or intellectual properties owned by  
13 the KNIGHT Defendants.

14 17. On further information and belief, plaintiff alleges that HARRIS has  
15 received other sums and assets from the KNIGHT Defendants, in partial satisfaction of the  
16 Judgment, the value of which is subject to proof at trial but which is believed to total not  
17 less than \$2 million. Accordingly, plaintiff claims damage against HARRIS in the sum of  
18 40 percent of any gross recoveries she obtained, or may obtain in the future, from all or  
19 any of the KNIGHT Defendants.

20 18. As a result of this, plaintiff has been damaged by HARRIS' failure and  
21 refusal to pay for all or part the attorneys' fees called for in the Retainer Agreement,  
22 including but not limited to payment of forty percent (40%) of any and all gross recovery,  
23 payments or consideration of any kind paid to HARRIS to date. Other defendants have  
24 similarly caused damage by failing and refusing to acknowledge plaintiff's lien rights, or  
25 to actually pay or reserve any of the funds paid to HARRIS to satisfy the lien for attorneys'  
26 services properly put into place by plaintiff.

27  
28

LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, L.L.P.  
Los Angeles

WC11-0000007  
3123884.1

5

FIRST AMENDED COMPLAINT

EXHIBIT 3 PAGE 50

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

(Against Lydia Harris, Lifestyle Records, Inc., New Image Media Corp. and

Does 1 through 25, Inclusive)

19. Plaintiff incorporates by this reference all allegations and facts alleged in paragraphs 1 through 18, above.

20. On or about January 25, 2002, plaintiff and defendant HARRIS entered into a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff agreed to represent HARRIS in connection with liability claims against MARION H. KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC; and in connection with liability claims against GILLIAM. A copy of that written retainer agreement, attached as Exhibit F, is incorporated herein in full by this reference.

21. Some of the material terms of the Contingency Fee Agreement include that WCCP is authorized to incur reasonable costs and expenses in performing legal services and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition to the contingency fee. . ." The contingency fee negotiated by HARRIS was for forty percent (40%); HARRIS acknowledged that the fee arrangement is fair and reasonable.

22. The Contingency Fee Agreement negotiated by HARRIS further specifically included language granting plaintiff a lien upon any recovery, for payment of plaintiff's attorneys' fees, "to secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise."

23. Plaintiff has performed all conditions, covenants and promises of the Agreement. On February 26, 2002, plaintiff prepared and filed a complaint for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case Number BC268857.

24. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002 through March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her

1 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT  
2 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for  
3 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is  
4 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March  
5 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity  
6 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.  
7 (Exhibit B.)

8 25. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On  
9 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating  
10 that she was representing herself.

11 26. On May 19, 2005, plaintiff filed and served on defendants a Notice of  
12 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or  
13 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,  
14 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of  
15 \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended  
16 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served  
17 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

18 27. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"  
19 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on  
20 "specified terms that are not to be performed within 45 days of the settlement." The  
21 Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days  
22 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself  
23 occurred before a Substitution of Attorney was filed. None of the defendants notified  
24 plaintiff of any such negotiations or settlement and the defendants have, affirmatively  
25 concealed the fact of such negotiations and the settlement terms.

26 28. The HARRIS Defendants have breached the material terms of the  
27 Contingency Fee Agreement by, among other things, failing and refusing to pay plaintiff  
28 for professional legal services rendered on her behalf.

1 29. As a result of HARRIS' breach of contract, plaintiff has been damaged by  
2 HARRIS' failure and refusal to pay for all or part the attorneys' fees called for in the  
3 Retainer Agreement, including but not limited to payment of forty percent (40%) of any  
4 and all gross recovery, payments or consideration of any kind paid to HARRIS to date.

5 30. Plaintiff is informed, and thereon alleges, that its damages include, but are  
6 not limited to, HARRIS's failure and refusal to pay anything at all to plaintiff out of the \$1  
7 million secret purported settlement paid by or through the KNIGHT Defendants to  
8 HARRIS in or about June 2005. Refusal to pay any sum at all to the plaintiff out of that \$1  
9 million violates plaintiff's lien rights, and is a breach of HARRIS' Retainer Fee  
10 Agreement with plaintiff. No other payments have been made by HARRIS to plaintiff  
11 from any other payments or transfers made to HARRIS by or on behalf of the KNIGHT  
12 Defendants (if any), in further violation of plaintiff's lien rights and in further breach of  
13 HARRIS' Retainer Fee Agreement with plaintiff.

14 SECOND CAUSE OF ACTION

15 QUANTUM MERUIT

16 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

17 31. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this  
18 First Amended Complaint as though fully set forth herein.

19 32. Within the past two years, plaintiff rendered legal services to The HARRIS  
20 Defendants and incurred costs in connection with those legal services at the special request  
21 of the HARRIS Defendants. The HARRIS Defendants promised to pay plaintiff for those  
22 legal services and costs. Neither the HARRIS Defendants nor plaintiff reasonably  
23 expected or believed that plaintiff would provide legal services, and prepay legal costs, on  
24 behalf of the HARRIS Defendants for no compensation at all.

25 33. Upon plaintiff's information and belief, the reasonable value of the services  
26 and unpaid costs incurred by plaintiff for the benefit of The HARRIS Defendants may  
27 exceed \$10 million.

28

LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, L.L.P.  
Los Angeles

WC11-0000007  
3123884.1

8  
FIRST AMENDED COMPLAINT

EXHIBIT 3 PAGE 53

1 Plaintiff has repeatedly demanded from the HARRIS Defendants information  
2 concerning any purported settlement with The KNIGHT Defendants, or the receipt  
3 of payments from or on behalf of the KNIGHT Defendants. The HARRIS  
4 Defendants have refused and continue to refuse to provide completely and accurately  
5 any such information, or pay any sums for the reasonable value of professional  
6 services rendered on behalf of HARRIS.

7 THIRD CAUSE OF ACTION  
8 FOR MONEY HAD AND RECEIVED

9 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

10 35. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this  
11 First Amended Complaint as though fully set forth herein.

12 36. Plaintiff is informed and believes and thereon alleges that as a proximate  
13 result of professional legal services performed by plaintiff on behalf of The HARRIS  
14 Defendants, The HARRIS Defendants received payments or other consideration in full or  
15 partial satisfaction of the \$107 million judgment against The KNIGHT Defendants.

16 37. In equity and in good conscience, forty percent (40%) of any recovery to  
17 HARRIS should be paid to plaintiff.

18 38. The HARRIS Defendants have refused to pay anything to plaintiff for the  
19 attorneys' fees it incurred, in good faith, on her behalf, and in reliance on HARRIS'  
20 written promise to pay plaintiff forty (40) percent of any recovery she obtained against the  
21 KNIGHT Defendants. One or more of The HARRIS Defendants received a sum of money  
22 from or on behalf of the KNIGHT Defendants, in full or partial satisfaction of the  
23 Judgment; upon information and belief, plaintiff contends that this sum was at least \$1  
24 million. HARRIS, the KNIGHT Defendants, and Dermot Damien Givens concede that at  
25 least \$1 million was paid by or on behalf of the KNIGHT Defendants to HARRIS, and that  
26 no notice of that settlement or payment was given to plaintiff. No fees have been paid to  
27 plaintiff from any other transfer of money or assets to or on behalf of the HARRIS  
28 Defendants by or on behalf of the KNIGHT Defendants, with the actual knowledge and  
assistance of their attorney, Dermot Damien Givens, in full or partial satisfaction of the

1 Judgment. The HARRIS Defendants have instead concealed the terms of any purported  
2 settlement with the KNIGHT Defendants from plaintiff, or has hidden the fact of payments  
3 made to or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT  
4 Defendants.

5  
6 **FOURTH CAUSE OF ACTION**

7 **FOR AN ACCOUNTING**

8 **(Plaintiff vs. All Defendants)**

9 39. Plaintiff incorporates herein by reference paragraphs 1 through 18, and 36  
10 through 38 of this First Amended Complaint as though fully set forth herein.

11 40. Plaintiff has demanded an accounting of any and all gross recovery,  
12 payments or consideration of any kind or nature paid or transferred in satisfaction, in  
13 whole or in part, of the Judgment entered in LASC Case No. BC268857. The defendants,  
14 and each of them, have refused to provide any accounting of the consideration agreed to or  
15 paid. Plaintiff therefore now requests that this court order a full and complete accounting  
16 of all sums or assets received by or on behalf of any of The HARRIS Defendants, or any of  
17 their agents or persons acting on their behalf, from or on behalf of any of the KNIGHT  
18 Defendants, or from any other entity or source, in partial or full satisfaction of the  
19 Judgment.

20  
21 **FIFTH CAUSE OF ACTION**

22 **INTERFERENCE WITH CONTRACT**

23 **(Plaintiff vs. The KNIGHT Defendants, THA ROW RECORDS, LLC,**

24 **THA ROW, INC., DERMOT GIVENS and DOES 26 Through 100, Inclusive)**

25 41. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this  
26 First Amended Complaint as though fully set forth herein.

27 42. Defendants MARION H. KNIGHT, aka SUGE KNIGHT, DEATH ROW  
28 RECORDS, INC., DEATH ROW RECORDS, LLC, THA ROW, INC., DERMOT

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1 GIVENS, LYDIA HARRIS, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA  
2 CORP. and DOES 26 through 100 were served with notice of plaintiffs lien on May 19,  
3 2005. Defendant GILLIAM and DOES 70 through 80 were served with Notice of Lien on  
4 the GILLIAM Judgment on September 9, 2005. The defendants, and each of them, by and  
5 through their authorized representatives, had actual knowledge of plaintiffs valid contract  
6 and lien.

7 43. Plaintiff is informed and believes and thereon alleges that the judgment  
8 debtors (The KNIGHT Defendants) and their attorney, DERMOT GIVENS, conspired  
9 with HARRIS to deprive plaintiff of its lien rights. Plaintiff is informed and believes and  
10 thereon alleges that The KNIGHT Defendants, DERMOT GIVENS and Does 26 through  
11 100 caused payments or other consideration to be made to HARRIS pursuant to the  
12 judgment without notice to plaintiff and without satisfying any portion of plaintiffs valid  
13 lien. The Knight defendants and GIVENS made it more difficult, expensive or  
14 burdensome to collect fees and costs which were earned. The Knight defendants and  
15 GIVENS either intended to prevent Harris from performing her contractual obligations to  
16 plaintiff or knew that collection of fees and costs would be more expensive or burdensome  
17 as a result of their conduct.

18 44. The KNIGHT Defendants, GIVENS and Does 26 through 100 intentionally  
19 interfered with plaintiffs valid contractual and/or equitable lien in an amount equal to the  
20 payment or other consideration which has passed or will pass between KNIGHT and  
21 GILLIAM on the one hand and HARRIS on the other hand.

22 45. Plaintiff is informed and believes and thereon alleges that The KNIGHT  
23 Defendants have provided payments or other consideration to HARRIS with a value in  
24 excess of \$2 million. Accordingly, plaintiff alleges that, to date, said defendants'  
25 intentional interference with plaintiff's contractual lien rights has caused damage to  
26 plaintiff in a sum exceeding \$1,013,890.27, or forty (40) percent of any actual payments  
27 made by or on behalf of the KNIGHT Defendants to the HARRIS Defendants, plus  
28 interest.

LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, LLP.  
Los Angeles

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11  
FIRST AMENDED COMPLAINT

EXHIBIT 3 PAGE 50

SIXTH CAUSE OF ACTION  
FOR ORDER GRANTING EQUITABLE ASSIGNMENT OF JUDGMENTS  
(Plaintiff vs. The KNIGHT Defendants, GILLIAM, Lydia Harris, and  
DOES 1 Through 25  
and DOES 50 through 75, Inclusive)

46. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

47. HARRIS discharged plaintiff without cause after entry of judgment in the sum of \$107 million against The KNIGHT Defendants.

48. Plaintiff is informed and believes and thereon alleges that HARRIS discharged plaintiff for the primary purpose of concealing payments and violating plaintiffs contractual right to collect a contingency fee based upon any recovery in the underlying lawsuit, as well as in violation of its rights as set forth in the May 19, 2005 Notice of Lien, as well as violating plaintiffs rights to a contingent fee from any recovery against GILLIAM.

49. Plaintiffs contract with HARRIS created a lien upon the recovery whether by settlement or judgment. By reason of the professional services rendered, plaintiff is an equitable assignee of the judgments or settlements to the extent of fees and costs which are due plaintiff for services. [*Siciliano v. Fireman's Fund Ins. Co.* (1976) 62 Cal.App.3d 745.]

50. Plaintiff is informed and believes and thereon alleges that it is entitled to an equitable assignment of forty (40) percent of the judgments against The KNIGHT Defendants and GILLIAM, and/or forty (40) percent of any settlement or other recoveries obtained by or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT Defendants.

SEVENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

(Plaintiff vs. All Defendants)

51. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

52. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against The KNIGHT Defendants for forty percent (40%) of \$107 million plus interest at the rate of \$29,315.00 per day plus costs expended in the sum of \$213,890.27. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against GILLIAM for forty percent (40%) of \$760,000.00 plus interest at the rate of \$208.22 per day plus costs as aforementioned. Plaintiff is informed and believes and thereon alleges that defendants contend that they had or have the right to disregard plaintiff's lien and that KNIGHT and/or GILLIAM can make payments in partial or total satisfaction of the judgment without paying anything to plaintiff. Plaintiff contends to the contrary.

53. Plaintiff contends that any settlement agreement between The KNIGHT Defendants and HARRIS and/or any settlement between GILLIAM and HARRIS is void to the extent that it purports to release, extinguish, impair or modify plaintiff's vested rights to recover forty percent (40%) of the judgment plus costs as reflected in the attorney liens served on May 19, 2005 and September 9, 2005.

54. Plaintiff is informed and believes and thereon alleges that defendants contend that they have or had the right to disregard, impair, release, diminish or extinguish the lien rights of plaintiff.

55. Plaintiff contends that any agreement between the defendants that was made without the consent of plaintiff is a nullity as to plaintiff because any such agreement was a fraud upon plaintiff, was made with unclean hands and without any consideration to plaintiff's vested interests. Plaintiff is informed and believes and thereon alleges that defendants contend to the contrary.

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1 56. Plaintiff requests a judicial declaration that plaintiff may recover judgment  
2 against The KNIGHT Defendants and its related entities and alter egos in the sum of forty  
3 percent (40%) of \$107 million plus interest at the rate of \$27,315.00 per day from March  
4 9, 2005. Plaintiff also requests a judicial declaration that plaintiff may recover judgment  
5 against GILLIAM in the sum of forty percent (40%) of \$760,000 plus interest at the rate of  
6 \$208.22 per day from February 5, 2004.

7 WHEREFORE, plaintiff prays for judgment as follows:

8 1. For special damages in the sum of \$42,800,000.00 plus interest jointly and  
9 severally against The HARRIS Defendants, The KNIGHT Defendants and DERMOT  
10 GIVENS, or according to proof;

11 2. For special damages in the sum of \$304,000.00 plus interest from GILLIAM,  
12 or according to proof, and

13 3. For a judgment assigning to plaintiff forty percent (40%) of the March 9,  
14 2005 judgment against MARION H. KNIGHT and DEATH ROW RECORDS, INC.,  
15 and/or;

16 4. For a judgment assigning to plaintiff forty percent (40%) of the March 26,  
17 2004 judgment against GILLIAM. Further, plaintiff requests:

18 5. A judicial declaration that any agreement by and between the defendants  
19 which purports to affect the rights of the plaintiff is void;

20 6. The imposition of a constructive trust upon any proceeds paid to The  
21 HARRIS Defendants in satisfaction of the judgments;

22 7. An accounting, requiring the defendants to disclose to plaintiff the exact  
23 arms of any and all settlement agreements reached between the defendants and any  
24 consideration paid in satisfaction of the judgment;

25 8. A temporary restraining order, preliminary injunction and/or permanent  
26 injunction freezing and/or attaching the assets of the defendants up to plaintiffs interest in  
27 the underlying judgments;

28 9. Its costs of suit;

LAW OFFICES  
HAIGHT, BROWN &  
HONESTEE, L.L.P.  
Los Angeles

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- 1 10. Prejudgment interest, as provided by law; and  
2 11. Such further relief which is just and proper.

3 Dated: April 3, 2006

HAIGHT BROWN & BONESTEEL LLP;  
WASSERMAN, COMDEN &  
CASSELMAN, L.L.P.

By: 

Peter O. Ezzell  
Nancy E. Lucas  
Stephen M. Caine;  
David B. Casselman  
Leonard J. Comden  
Attorneys for Plaintiff WASSERMAN,  
COMDEN, CASSELMAN &  
PEARSON, L.L.P.

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BONESTEEL, L.L.P.  
Los Angeles

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FIRST AMENDED COMPLAINT

EXHIBIT 3 PAGE 60

LIST OF EXHIBITS

- A. Judgment in favor of HARRIS and NEW IMAGE MEDIA CORP. and against MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS, INC.
- B. March 26, 2004, Court judgment in favor of HARRIS and her related business entity NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
- C. May 19, 2005 Notice of Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the Judgment against KNIGHT, et al. entered in LASC Case No. BC268857 (40% of \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended in the sum of \$213,890.27.
- D. September 9, 2005 Notice of Attorney Lien filed September 9, 2005 in the sum of \$304,000.00, plus interest.
- E. Notice of Settlement, filed June 17, 2005.
- F. Contingency Fee Agreement.

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ss.:

*WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS*  
*BC 340196*

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

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☒ (MAIL) by placing a true copy thereof in sealed envelope(s) addressed as stated on the attached service list.

I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch  
(Type or print name)

(Signature)

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MAILING LIST  
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS  
BC 340196

David B. Casselman  
Wasserman Comden, Casselman & Pearson  
5567 Reseda Blvd., #330  
Tarzana, CA 91357

Tel: 818-705-6800  
Fax: 818-705-8634  
bhblum@wccclaw.com

Gary S. Soter  
Pearson, Soter, Warshaw & Penny  
15165 Ventura Blvd., #400  
Sherman Oaks, CA 91403

Tel: 818-788-8300  
Fax: 818-788-8104  
gsoter@pswplaw.com

Kevin Gilliam  
1502 South Alpine Dr.  
West Covina, CA 91791

[Pro Per]

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PROOF OF SERVICE BY OVERNIGHT DELIVERY

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ss.:

*WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS*  
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

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I deposited in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated on the attached service list, with fees for overnight delivery paid or provided for.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch  
(Type or print name)

(Signature)

Case 2:06-bk-11205-VZ Doc 515-3 Filed 05/02/08 Entered 05/02/08 17:25:28 Desc  
Exhibit 3 Page 25 of 62

MAILING LIST  
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS  
BC 340196

3	Rex Julian Beaber	Dermot Damian Givens
4	1546 Calmar Court	433 North Camden Dr., #600
	Los Angeles, CA 90024	Beverly Hills, CA 90210
5	Tel: 557-1198	Tel: 310-854-8823
	Fax:	Fax: 323-878-0416
6	<u>Xerxers@aol.com</u>	<u>dermotg@aol.com</u>
7	Debra V. Crawford	Steven M. Goldberg
	P.O. Box 373, SW Mission & 4 <sup>th</sup> , #5	Russ, August & Kabat
8	Carmel, CA 93921-0373	12424 Wilshire Blvd., 12 <sup>th</sup> Floor
		Los Angeles, CA 90025
9	Tel: 831-624-2422	Tel: 310-979-8274
	Fax: 831-624-2428	Fax: 310-826-6991
10	<u>ddvcrawford@earthlink.net</u>	
11	Laurence D. Strick	Larry Nagelberg
12	Law Office of Laurence D. Strick	Nagelberg & Associates
	339 N. Sycamore Ave., # 2	The Tower, Suite 2150
13	Los Angeles, CA 90036	10940 Wilshire Blvd.
		Los Angeles, CA 90024
14	Tel: (323) 964-5231	Tel: (310) 208-3220
	Fax: (323) 964-8135	Fax: (310) 208-3830
15	<u>larrystrick@yahoo.com</u>	

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Los Angeles

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EXHIBIT 3 PAGE 05

EXHIBIT 6 A

EXHIBIT 6A

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Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor <b>MARION H. KNIGHT, JR.</b>	Case Number <b>LA06-11187 EC</b>	<div style="border: 1px solid black; padding: 5px; text-align: center;"><b>FILED</b> <b>MAY - 4 2006</b> <small>CLEAR U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY <i>Fy2cc</i> Deputy Clerk</small></div> <p>This space is for Court use only.</p>
<b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>MICHAEL RAY HARRIS</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent: <b>Steven M. Goldberg, Esq. Russ August &amp; Kabat 12424 Wilshire Bl #1200 Los Angeles, CA 90025</b> Telephone number: <b>(310) 826-7474</b>	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Last four digits of account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Court Judgment</u>		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)
2. Date debt was incurred: <u>March 9, 2005</u>		3. If court judgment, date obtained: <u>March 9, 2005</u>
4. Total Amount of Claim at Time Case Filed: <u>\$117,318,631.50</u> (unsecured) (secured) (priority) (Total)		
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/06. Pub. L. 109-8
6. Unsecured Nonpriority Claim. <u>\$117,318,631.50</u> <input checked="" type="checkbox"/> Check this box if (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it or (c) none or only part of your claim is entitled to priority.		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This space is for Court use only.
Date <u>5/3/06</u> Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Steven M. Goldberg Esq</u>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

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**ITEMIZATION OF ADDITIONAL CHARGES**

**Original Judgment:** \$107,000,000 (see attached Judgment in LASC Case No. BC 268857)

**Statutory Interest:** 10% per annum as follows—

\$29,315.07 per day from entry of judgment (March 9, 2005) through payment of  
\$1,000,000 on May 27, 2005 = \$2,315,890.50.

\$29,041.10 (daily rate of interest on reduced amount of judgment (\$106,000,000))  
per day from May 27, 2005 to date case filed, April 04, 2006 = \$9,002,741.00.

**Total Statutory Interest:** \$11,318,631.50.

**Total payments against judgment by debtor:** \$1,000,000.

**Total claim as of date case filed:** \$117,318,631.50

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 3 of 17

F.D.

**FILED**

LOS ANGELES SUPERIOR COURT

MAR 09 2005

JOHN A. CLARKE, CLERK

By: *[Signature]*  
R. CASTLE

1 DAVID B. CASSELMAN (SBN 81657)  
2 I.DONALD WEISSMAN (SBN 67980)  
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
4 5567 Reseda Boulevard, Suite 330  
5 Post Office Box 7033  
6 Tarzana, California 91357-7033  
7 Telephone: (818) 705-6800 • (323) 872-0995  
8 Facsimile: (818) 705-8147

9 Attorneys for Plaintiffs  
10 **LYDIA HARRIS and NEW IMAGE MEDIA**  
11 **CORPORATION**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES**

14 **LYDIA HARRIS, LIFESTYLE**  
15 **RECORDS, INC., AND NEW IMAGE**  
16 **MEDIA CORP..**

17 Plaintiffs,

18 v.

19 **KEVIN GILLIAM AKA BATTLECAT;**  
20 **MARION H. KNIGHT AKA SUGE**  
21 **KNIGHT; DEATH ROW RECORDS;**  
22 **THA ROW, INC.; DAVID E. KENNER;**  
23 **DAVID E. KENNER PROFESSIONAL**  
24 **LAW CORPORATION; DAVID E.**  
25 **KENNER, A PROFESSIONAL**  
26 **CORPORATION; THE DAVID E.**  
27 **KENNER TRUST; INTERSCOPE**  
28 **RECORDS; JIMMY IOVINE; JOHN T.**  
**MCCLAIN, JR.; A&M RECORDS; ET**  
**AL.,**

Defendants.

CASE NO. BC 268857

Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

**JUDGMENT**

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, ~~and~~  
DEATH ROW RECORDS, INC., ~~and~~ ~~DEATH ROW RECORDS, INC., and~~ ~~THA ROW, INC.,~~  
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application  
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald  
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

**JUDGMENT**

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
5567 RESEDA BOULEVARD, SUITE 330  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA  
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT  
3 aka SUGE KNIGHT, ~~and~~ <sup>and</sup> ~~DEATH ROW RECORDS, INC., aka DEATH ROW RECORDS, L.L.C.,~~  
4 ~~and THA ROW, INC.~~ in the sum of \$ 45,000,000 for economic damages,  
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.  
6

7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed  
8 pursuant to the statute *in the amount of \$* \_\_\_\_\_  
9

10 Dated: 3-9-05

*Rouel M. Solizian*  
JUDGE OF THE LOS ANGELES SUPERIOR COURT

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
2267 RESEDA BOULEVARD, SUITE 330  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 5 of  
17

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)</b> DEBRA VANIMAN CRAWFORD, SBN 116222 LAW OFFICES OF CRAWFORD & CRAWFORD P.O. Box 373 SW Mission & 4th Carmel, California 93921-0373 TELEPHONE NO: 831-624-2422 FAX NO (Optional): E-MAIL ADDRESS (Optional):		<b>FOR COURT USE ONLY</b>  <b>FILED</b> <b>DEC 23 2005</b>  LISA M. GALDOS CLERK OF THE SUPERIOR COURT C.J. CAMACHO DEPUTY
<b>ATTORNEY FOR (Name):</b> LYDIA HARRIS <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: 1200 Aguajito Road CITY AND ZIP CODE: Monterey, CA 93940 BRANCH NAME: MONTEREY		
<b>MARRIAGE OF</b> PETITIONER: MICHAEL RAY HARRIS RESPONDENT: LYDIA HARRIS		<b>CASE NUMBER:</b>  DR 43369
<b>JUDGMENT</b> <input checked="" type="checkbox"/> <b>DISSOLUTION</b> <input type="checkbox"/> <b>LEGAL SEPARATION</b> <input type="checkbox"/> <b>NULLITY</b> <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues <b>DEC 23 2005</b> Date marital or domestic partnership status ends: DATE OF FILE STAMP		

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders.  
The restraining orders are contained on page(s) of the attachment. They expire on (date):
2. This proceeding was heard as follows: ☐ Default or uncontested ☐ By declaration under Family Code section 2336  
☒ Contested  
a. Date: 11-14-05 Dept.: 13 Room:  
b. Judicial officer (name): ADRIENNE M. GROVER ☐ Temporary judge  
c. ☒ Petitioner present in court ☒ Attorney present in court (name): STEVEN M. GOLDBERG  
d. ☒ Respondent present in court ☒ Attorney present in court (name): DEBRA V. CRAWFORD  
e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):  
f. ☒ Other (specify name): Attorney for Petitioner: DAN GOLDMAN
3. The court acquired jurisdiction of the respondent on (date): June 9, 2005  
a. ☒ The respondent was served with process.  
b. ☐ The respondent appeared.

**THE COURT ORDERS, GOOD CAUSE APPEARING**

4. a. ☒ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons  
(1) ☒ on (specify date): SAME DATE AS FILE STAMP DEC 23 2005  
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.  
b. ☐ Judgment of legal separation is entered.  
c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- d. ☐ This judgment will be entered nunc pro tunc as of (date):  
e. ☐ Judgment on reserved issues.  
f. The ☐ petitioner's ☐ respondent's former name is restored to (specify):  
g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.  
h. ☐ This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

12DEC. 13. 2005 10:21AM 18915RUSS AUGUSTAKABAT

CRAWFORD & CRAWFORD

NO. 8028 P. 2/482/04

1 PURSUANT TO STIPULATION OF THE PARTIES RECITED IN COURT, IT IS HEREBY  
2 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

3  
4 1. Of the monies received by Respondent from Marlon Knight to date, Sixty  
5 Thousand (\$60,000) shall be paid to an individual per agreement of the parties. One  
6 Hundred and Seventy-Nine Thousand Dollars (\$179,000) shall be given to Petitioner  
7 and Two Hundred Thousand Dollars (\$200,000) shall be retained by Respondent.

8 Each party shall pay one-half of the copying costs for the Xenon case out of said  
9 money.

10 Respondent shall put Two Hundred Six Thousand Dollars (\$206,000) in escrow  
11 for potential fees or costs in LASC Case BC 288857.

12 Each party shall pay taxes, if any, on their share of said money.

13 2. Each party is awarded one-half of the net profits of the DVD on the  
14 documentary "Welcome to Death Row."

15 3. Any and all major decisions on the lawsuit regarding the "Welcome to Death  
16 Row" documentary versus Xenon shall be made by the parties jointly. The net proceeds  
17 of said lawsuit shall be divided equally by the parties. The costs shall be shared equally  
18 by the parties and shall be advanced, if possible. Respondent will keep Petitioner  
19 advised of all developments in the case, and shall provide him with copies of all filed  
20 documents to date at Petitioner's expense.

21 4. Each party shall receive one-half of the net proceeds from the Battlecat  
22 Judgment in LASC Case BC 288857, which was an arbitrated judgment.

23 Petitioner is awarded the Battlecat masters. Respondent shall arrange for  
24 shipment of said masters to Petitioner at his cost and direction.

25 Petitioner shall license the songs from the Battlecat masters in the documentary  
26 "Married to the Game" to Respondent at no cost. Each party shall be awarded one-half  
27 of the net proceeds of the "Married to the Game" DVD, but Respondent shall have  
28

1 DEC. 13. 2005 10:21 AM 1831 ERUSS AUGUST & KABAT CRAWFORD & CRAWFORD NO. 8028 P. 3/4 83/84

1 management and control over the "Married to the Game" DVD. No salary shall be paid  
2 to Respondent in determining net proceeds.

3 5. The corporation KDA is awarded to Respondent.

4 6. The restaurant Dasha's Soul Food is awarded to Respondent.

5 7. The proceeds from the "Married to the Game" book is awarded to  
6 Respondent.

7 8. O Lydia, a company, is awarded to Respondent. However, one-half of the  
8 net proceeds from the "Married to the Game" DVD is awarded to each party.

9 9. The parties shall cooperate to consolidate their ongoing business concerns  
10 which are community property and from which they are each getting profits into a  
11 company to be created called Harris Enterprises.

12 10. The company Dream On Production is awarded to Respondent, except for  
13 one-half of the net royalties from "Married to the Game" DVD shall be awarded to each  
14 party.

15 11. Petitioner's life story is awarded to Petitioner.

16 12. Nu Image Media is awarded to Petitioner after the One Hundred Seven  
17 Million Dollar judgment in LASC Case BC 268857 has been collected or compromised to  
18 the satisfaction of Petitioner and Respondent.

19 13. The proceeds of Los Angeles Superior Court Case BC 268857 are  
20 community property. The allocation to the parties is reserved as to how much of said  
21 proceeds shall be awarded to each party.

22 The fees and costs to Casselmans' firm when they are determined shall be  
23 divided between the parties on an equal basis. Each party shall pay their own fees and  
24 costs in the case of Casselman versus Harris which is Los Angeles Superior Court case  
25 BC 340196.

26 14. The issue of child support is reserved.

27 15. Child custody jurisdiction is in the State of Texas. The parties have stated  
28

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 8 of  
17

DEC 13 2005 10:22 AM 10316XUSS ALQUS1&K3AT CRAWFORD & CRAWFORD NO. 8028 P. 4/484/84

1 their intent that Respondent will bring the child of the parties to visit Petitioner once  
2 every two months until the child is 18 years of age.

3 16. The parties jointly support a motion for the appointment of a receiver for the  
4 collection of the judgment in LASC Case BC 268857.


5 17. Each party shall pay their own attorneys fees and costs in this case to date.

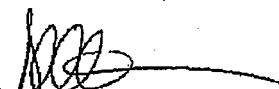
6 18. The Court reserves jurisdiction over the executory portions of this Judgment  
7 including the formation of Harris Enterprises.

8 19. The trial on the issue of the allocation of the proceeds of LASC Case BC  
9 268857 is set for January 30, 2006, at 8:00 a.m. in Department 13 of this Court.

10 20. The parties shall exchange Preliminary Declarations of Disclosure forthwith.  
11 The Final Declarations of Disclosure are waived.

12 APPROVED AS TO FORM AND CONTENT:

13  
14   
15 STEVEN M. GOLDBERG,  
16 Attorney for Petitioner,  
17 MICHAEL HARRIS

18   
19 DEBRA VANIMAN CRAWFORD,  
20 Attorney for Respondent,  
21 LYDIA HARRIS

12-23-05

  
22 ADRIENNE M. GROVER,  
23 Judge of the Superior Court

1 Hon. Stephen E. Habersfeld, Discovery Referee  
2 JAMS  
3 707 Wilshire Blvd., 46<sup>th</sup> Fl.  
4 Los Angeles, CA 90017  
5 Tel.: 213-353-9711  
6 Fax: 213-620-0100  
7 E-Mail: [judgehabersfeld@comcast.net](mailto:judgehabersfeld@comcast.net)

11 SUPERIOR COURT OF CALIFORNIA  
12 COUNTY OF MONTEREY

14 MICHAEL RAY HARRIS,  
15  
16 Petitioner,  
17  
18 vs.  
19  
20 LYDIA HARRIS,  
21  
22 Respondent.

Case No. DR 43369

REFEREE'S ORDER GRANTING  
PETITIONER'S MOTION TO COMPEL  
MARION H. "SUGE" KNIGHT TO  
PRODUCE DOCUMENTS RESPONSIVE  
TO PETITIONER'S FIRST SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS

Hearing

Date: January 5, 2006  
Time: 5:15 p.m.  
Place: Via Conference Call  
Referee: Hon. Stephen E. Habersfeld

24 Petitioner Michael Ray Harris's ("Petitioner's") motion to compel Marion H. "Suge"  
25 Knight ("Mr. Knight") to respond and produce documents responsive to Petitioner's first set  
26 of requests for production of documents ("Motion") was expressly and specifically referred to  
27 the undersigned discovery referee ("Referee") by the Court's Order, dated December 13, 2005 --  
28 - which also appointed the Referee. Steven M. Goldberg, Esq. and Dan Goldman, Esq. of the

Referee

1  
[PROPOSED] ORDER

1 law firm of Russ August & Kabat appeared and participated with the Referee in a telephonic  
2 hearing on the Motion --- which hearing was set by stipulation, including the agreement of  
3 Dermot D. Givens, Esq. counsel for Mr. Knight, during a telephonic Status Conference held on  
4 January 4, 2006. Debra Crawford, Esq. of the law firm of Crawford & Crawford, counsel for  
5 Respondent Lydia Harris in this proceeding --- having been apprised of the stipulated and  
6 ordered telephonic hearing during the aforesaid Status Conference --- stated that she did not  
7 intend to participate in the hearing on the Motion.

8 Mr. Givens did not appear or participate in the hearing on the Motion, as agreed and  
9 accordingly so ordered, or communicate with either the Referee or Petitioner's counsel after the  
10 January 4, 2006 Status Conference and before or during the hearing on the Motion concerning  
11 that hearing or at all.

12 All participants in the January 4, 2006 Status Conference knew the date, time and call-in  
13 information for the hearing on the Motion. Messrs. Goldberg and Goldman dialed in for the  
14 telephonic hearing, as agreed and ordered, shortly after 5:15 p.m. (PT). The Referee was already  
15 on the line. After waiting for Mr. Givens for approximately five minutes, at approximately 5:20  
16 p.m. (PT), the Referee stated that the Referee would go off line until the earlier of being  
17 contacted that Mr. Givens had joined the conference call or 5:30 p.m. (PT), at which time the  
18 Referee would dial back into the conference call and discuss with whoever was on the line at that  
19 time what next to do.

20 At approximately 5:30 p.m. (PT) --- not having been contacted by anyone concerning that  
21 or whether Mr. Givens had joined the conference call for the hearing --- the Referee dialed back  
22 into the conference call and ascertained that Mr. Givens was not on the line. Petitioner's  
23 counsel, Mr. Goldberg, represented to the Referee that Mr. Givens had not joined the conference  
24 call at any time prior to the Referee's re-joining the conference call at 5:30 p.m. (PT) and that  
25 Mr. Goldberg had unsuccessfully tried to contact Mr. Givens about his joining the telephonic  
26 hearing on the Motion during the approximately ten minute (5:20-5:30 p.m. (PT)) interval when  
27 the Referee was off-line. Mr. Goldberg represented that he had called Mr. Givens' cell phone  
28 and that Mr. Givens did not answer, and Mr. Goldberg left a message, and that Mr. Goldberg

Referee

2

[PROPOSED] ORDER

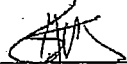
1 additionally sent Mr. Givens an e-mail, but Mr. Givens did not respond or call in to the  
2 conference call.

3 At approximately 5:35 p.m. (PT), the Referee ruled that --- in view of the above-  
4 referenced facts and circumstances, and good cause appearing --- the stipulated and ordered  
5 telephonic hearing on the Motion would go forward, and the Referee made the following ruling  
6 and order concerning the Motion during the hearing which lasted until approximately 5:45 p.m.  
7 (PT).

8 Based on careful consideration of the papers submitted by Petitioner and Mr. Knight in  
9 support of and in opposition to Petitioner's motion to compel Mr. Knight to produce, without  
10 objection, all documents responsive to Petitioner's First Set of Requests for Production of  
11 Documents ("document request") and, after a hearing and good cause appearing, it is hereby  
12 ORDERED as follows. Petitioner's motion to compel is granted as to the production of all  
13 documents requested to be produced by Mr. Knight in Petitioner's document request. Mr.  
14 Knight is hereby ordered to produce, without objection, all documents in his possession, custody  
15 and/or control which are responsive to Petitioner's document request, immediately prior to the  
16 commencement of the taking of Mr. Knight's ordered deposition on Tuesday, January 10, 2006  
17 at 10:00 a.m., at JAMS, 707 Wilshire Boulevard, 46<sup>th</sup> Floor, Los Angeles, California 90017.  
18 Petitioner's request for monetary sanctions in connection with the Motion is reserved.

19 Immediately prior to the conclusion of the hearing on the Motion, the Referee requested  
20 that Petitioner's counsel prepare, submit to the Referee and disseminate to all participants in the  
21 discovery reference, including the Wasserman Comden firm, a proposed form of order for the  
22 Referee's review and signature, reflecting the Referee's rulings and orders made during the  
23 hearing on the Motion.

24 DATED: January 6, 2006

  
25 STEPHEN E. HABERFELD  
26 Discovery Referee

27  
28 Referral

PROOF OF SERVICE  
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 707 Wilshire Blvd. 46<sup>th</sup> Floor, Los Angeles, CA 90017.

On January 6, 2006, I served the foregoing document described as REFEREE'S ORDER GRANTING PETITIONER'S MOTION TO COMPEL MARION H. "SUGE" KNIGHT TO PRODUCE DOCUMENTS RESPONSIVE TO PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS in the matter of MICHAEL RAY HARRIS V. LYDIA HARRIS to interested parties in this action, as follows:

ORIGINAL FILED TO: (Via fax & mail)

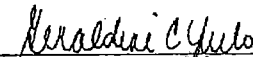
Hon. Adrienne Grover  
Monterey Courthouse  
1200 Aguajito Road  
Courtroom #13  
Monterey, CA 93940  
Fax: 831-647-5897

( SEE ATTACHED SERVICE LIST )

(X ) BY MAIL: as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Los Angeles, California.

(X ) BY FACSIMILE TRANSMISSION: I caused the above-referenced document(s) to be transmitted to the above-named person(s) at the telecopy numbers on the attached list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 6, 2006.

  
Geraldine C. Yalo

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 13  
of 17

CA001 - JAMS, Inc. Service List



1/6/2006

Reference #: 1220034123  
Case Name: Harris, Michael Ray vs. Harris, Lydia  
Case Type: FAMI  
Referring Judge:  
Panelist: Haberfeld, Stephen R.,

---

2 **Goldberg, Steven M.**  
Steven M. Goldberg (Active)  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
sgoldberg@raklaw.com  
Party Represented:  
Michael Ray Harris

---

3 **Glvens, Dermot**  
Dermot Glvens (Active)  
L/O Dermot Glvens RESP Respondent  
433 Camden Dr. Main Phone # 310-854-8823  
Suite 600 Direct Phone #  
Beverly Hills, CA 90210 FAX # 323-878-0416  
dermotg@aol.com  
Party Represented:  
Marion Knight  
Death Row Records Inc.

---

4 **Crawford, Debra Vaniman**  
Debra Vaniman Crawford (Active)  
Crawford & Crawford RESP Respondent  
P.O. Box 373 Main Phone # 831-624-2422  
SW Mission & 4th Direct Phone #  
Carmel, CA 93921 FAX # 831-624-2428  
Debra@Divorce-123.com  
Party Represented:  
Lydia Harris

---

5 **Goldman, Dan**  
Dan Goldman (Active)  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
dwgoldman@raklaw.com  
Party Represented:  
Michael Ray Harris

---

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of 17

CA001 - JAMS, Inc. Service List



1/6/2006

6 **Comden, Leonard J.** THE RESOLUTION EXPERTS  
Leonard J. Comden (Active)  
Wasserman, Comden, Casselman & Pearson RESP Respondent  
5567 Reseda Blvd., Suite 330 Main Phone # 818-705-6800  
PO Box 7033 Direct Phone #  
Tarzana, CA 91357-7033 FAX # 818-345-0162  
lcomden@wccplaw.com  
Party Represented :

Wasserman, Comden, Casselman & Pearson

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 15  
of 17

P. 1

\* \* \* Transmission Result Report (MemoryTX) ( Jan. 6. 2006 2:49PM ) \* \* \*

13

Date/Time: Jan. 6. 2006 2:13PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
4540 Memory TX	18315475891 - REFAXED TO COURT Judge Haberfeld	P. 7	E-3) 3) OK	P. 1-7
	13108266991		OK	
	13238780416 - CORRECT # GIVENS		E-2) 2) 2) 2)	P. 1-7
	18316242428 - CRAWFORD		E-3) 3)	P. 1-7
	13108266991		OK	
	18183450162		OK	

Reason for error  
E. 1) Hang up or line fail  
E. 3) No answer

E. 2) Busy  
E. 4) No facsimile connection



January 6, 2006

Total Pages: 7  
VIA FAX & U.S. MAIL

Hon. Adrienne Grover  
Medway Conference  
1200 Aquatic Road  
Courtroom #13  
Menlo Park, CA 94025  
Fax: 650-327-5597

Re: Harris, Michael Ray v. Harris Lydia  
Case: DR 43369  
JAMS: 1210034123

Dear Judge Grover:

Attached please find Judge Stephen Haberfeld's Referee's Order for your review and consideration.

Due to the production date and time of this coming Tuesday morning, the attached Order is being faxed and mailed to you and all counsel.

Thank you for your attention. Please feel free to contact me should you have any questions at 213-253-9711.

Sincerely,

*David Yule*  
David Yule  
Sr. Case Manager to  
Judge Stephen Haberfeld, Discovery Referee  
sdh@jamsadr.com

cc: all counsel

**PROOF OF SERVICE**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 12424 Wilshire Boulevard, 12<sup>th</sup> Floor, Los Angeles, California 90025.

On May 4, 2006 I caused to be served the foregoing document described as PROOF OF CLAIM on interested parties in this action

- ☒ by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.
- ☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

**SERVICE NAME/ADDRESS**

☒ BY MAIL

☐ I deposited such in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ Federal: I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 4, 2006 at Los Angeles, California.

  
NICOLE JONES

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 17  
of 17

**SERVICE LIST**

Daniel McCarthy, Esq. *Attorney for Debtor, Marion H. Knight,*  
Hill, Farrer & Burrill LLP *Jr.*  
300 S. Grand Avenue, 37<sup>th</sup> floor  
Los Angeles, CA 90071

Marion H. Knight, Jr. *Debtor*  
PO Box 3037  
Beverly Hills, CA 90212

Alvin Mar, Esq. *Trustee*  
Office of the US Trustee  
725 S. Figueroa Street, 26<sup>th</sup> floor  
Los Angeles, CA 90017

EXHIBIT 6B

EXHIBIT 6B

Case 2:06-bk-11205-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 1 of 16

Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor <b>DEATH ROW RECORDS,</b>	Case Number <b>2:06-bk-11205 EC</b>	<div style="border: 1px solid black; padding: 5px; text-align: center;"><b>FILED</b> <b>MAY - 4 2006</b> <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA Deputy Clerk</small> <i>fyjac</i></div> <p>This space is for Court use only.</p>
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>MICHAEL RAY HARRIS</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent: <b>Steven M. Goldberg, Esq. Russ August &amp; Kabat 12424 Wilshire Bl., #1200 Los Angeles, CA 90025</b> Telephone number:	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Last four digits of account or other number by which creditor identifies debtor: <b>(310) 826-7474</b>	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Court Judgment</u>		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)
2. Date debt was incurred: <b>3/9/2005</b>		3. If court judgment, date obtained: <b>March 9, 2005</b>
4. Total Amount of Claim at Time Case Filed: <b>\$ 117,318,631.50</b> (unsecured) (secured) (priority) (Total)		
<input type="checkbox"/> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of self). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8</small>
6. Unsecured Nonpriority Claim. <b>\$117,318,631.50</b> <input checked="" type="checkbox"/> Check this box if (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it or (c) none or only part of your claim is entitled to priority.		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This space is for Court use only.
Date _____	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): _____	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

**ITEMIZATION OF ADDITIONAL CHARGES**

Original Judgment: \$107,000,000 (see attached Judgment in LASC Case No. BC 268857)

Statutory Interest: 10% per annum as follows—

\$29,315.07 per day from entry of judgment (March 9, 2005) through payment of  
\$1,000,000 on May 27, 2005 = \$2,315,890.50.

\$29,041.10 (daily rate of interest on reduced amount of judgment (\$106,000,000))  
per day from May 27, 2005 to date case filed, April 04, 2006 = \$9,002,741.00.

Total Statutory Interest: \$11,318,631.50.

Total payments against judgment by debtor: \$1,000,000.

**Total claim as of date case filed: \$117,318,631.50**

Case 2:06-bk-11205-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 3 of  
16

F.D.

**FILED**

LOS ANGELES SUPERIOR COURT

MAR 09 2005

JOHN A. CLARKE, CLERK

By: R. Castle  
R. CASTLE

DAVID B. CASSELMAN (SBN 81657)  
I.DONALD WEISSMAN (SBN 67980)  
WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
5567 Reseda Boulevard, Suite 330  
Post Office Box 7033  
Tarzana, California 91357-7033  
Telephone: (818) 705-6800 • (323) 872-0995  
Facsimile: (818) 705-8147

Attorneys for Plaintiffs  
LYDIA HARRIS and NEW IMAGE MEDIA  
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE  
RECORDS, INC., AND NEW IMAGE  
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;  
MARION H. KNIGHT AKA SUGE  
KNIGHT; DEATH ROW RECORDS;  
THA ROW, INC.; DAVID E. KENNER;  
DAVID E. KENNER PROFESSIONAL  
LAW CORPORATION; DAVID E.  
KENNER, A PROFESSIONAL  
CORPORATION; THE DAVID E.  
KENNER TRUST; INTERSCOPE  
RECORDS; JIMMY IOVINE; JOHN T.  
MCCLAIN, JR.; A&M RECORDS; ET  
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

**JUDGMENT**

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, ~~and~~  
DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS, INC., and THA ROW, INC.,~~  
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application  
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald  
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

JUDGMENT

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
5567 RESEDA BOULEVARD, SUITE 330  
TARZANA, CALIFORNIA 91357-7033

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA  
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT  
3 aka SUGE KNIGHT, ~~and~~ DEATH ROW RECORDS, INC., ~~aka DEATH ROW RECORDS L.L.C.,~~  
4 ~~and TIA ROW, INC.~~, in the sum of \$ 45,000,000 for economic damages,  
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages,  
6

7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed  
8 pursuant to the statute *in the amount of \$* \_\_\_\_\_  
9

10 Dated: 3-9-05

11 *Ronald M. Solizian*  
12 JUDGE OF THE LOS ANGELES SUPERIOR COURT  
13  
14  
15  
16  
17  
18  
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28

WASSELJAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
5567 REBECCA BOULEVARD, SUITE 350  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 5 of  
16

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): DEBRA VANIMAN CRAWFORD, SBN 116222 LAW OFFICES OF CRAWFORD & CRAWFORD P.O. Box 373 SW Mission & 4th Carmel, California 93921-0373 TELEPHONE NO.: 831-624-2422 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): LYDIA HARRIS		FL-180 FOR COURT USE ONLY  <b>FILED</b> DEC 23 2005 LISA M. GALDOS CLERK OF THE SUPERIOR COURT C.J. CAMACHO DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: 1200 Aguajito Road CITY AND ZIP CODE: Monterey, CA 93940 BRAND NAME: MONTEREY		
MARRIAGE OF PETITIONER: MICHAEL RAY HARRIS RESPONDENT: LYDIA HARRIS		CASE NUMBER: DR 43369
JUDGMENT <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: DATE OF FILE STAMP DEC 23 2005		

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders.  
The restraining orders are contained on page(s) of the attachment. They expire on (date):
2. This proceeding was heard as follows: ☐ Default or uncontested ☐ By declaration under Family Code section 2336  
☒ Contested  
a. Date: 11-14-05 Dept.: 13 Room:  
b. Judicial officer (name): ADRIENNE M. GROVER ☐ Temporary judge  
c. ☒ Petitioner present in court ☒ Attorney present in court (name): STEVEN M. GOLDBERG  
d. ☒ Respondent present in court ☒ Attorney present in court (name): DEBRA V. CRAWFORD  
e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):  
f. ☒ Other (specify name): Attorney for  
Petitioner: DAN GOLDMAN
3. The court acquired jurisdiction of the respondent on (date): June 9, 2005  
a. ☒ The respondent was served with process.  
b. ☐ The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. ☒ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons  
(1) ☒ on (specify date): SAME DATE AS FILE STAMP DEC 23 2005  
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.  
b. ☐ Judgment of legal separation is entered.  
c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):  
d. ☐ This judgment will be entered nunc pro tunc as of (date):  
e. ☐ Judgment on reserved issues.  
f. The ☐ petitioner's ☐ respondent's former name is restored to (specify):  
g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.  
h. ☐ This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-101) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-182) is attached.

12 DEC. 13. 2005 10:21AM 18315RUSS AUGUST&KABAT CRAWFORD & CRAWFORD NO. 0028 P. 2/482/04

1 PURSUANT TO STIPULATION OF THE PARTIES RECITED IN COURT, IT IS HEREBY  
2 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

3  
4 1. Of the monies received by Respondent from Marion Knight to date, Sixty  
5 Thousand (\$60,000) shall be paid to an individual per agreement of the parties. One  
6 Hundred and Seventy-Nine Thousand Dollars (\$179,000) shall be given to Petitioner  
7 and Two Hundred Thousand Dollars (\$200,000) shall be retained by Respondent.

8 Each party shall pay one-half of the copying costs for the Xenon case out of said  
9 money.

10 Respondent shall put Two Hundred Six Thousand Dollars (\$206,000) in escrow  
11 for potential fees or costs in LASC Case BC 288857.

12 Each party shall pay taxes, if any, on their share of said money.

13 2. Each party is awarded one-half of the net profits of the DVD on the  
14 documentary "Welcome to Death Row."

15 3. Any and all major decisions on the lawsuit regarding the "Welcome to Death  
16 Row" documentary versus Xenon shall be made by the parties jointly. The net proceeds  
17 of said lawsuit shall be divided equally by the parties. The costs shall be shared equally  
18 by the parties and shall be advanced, if possible. Respondent will keep Petitioner  
19 advised of all developments in the case, and shall provide him with copies of all filed  
20 documents to date at Petitioner's expense.

21 4. Each party shall receive one-half of the net proceeds from the Battlecat  
22 Judgment in LASC Case BC 288857, which was an arbitrated judgment.

23 Petitioner is awarded the Battlecat masters. Respondent shall arrange for  
24 shipment of said masters to Petitioner at his cost and direction.

25 Petitioner shall license the songs from the Battlecat masters in the documentary  
26 "Married to the Game" to Respondent at no cost. Each party shall be awarded one-half  
27 of the net proceeds of the "Married to the Game" DVD, but Respondent shall have  
28

12 DEC. 13. 2005 10:21 AM 1831 ERUSS AUGUST & KABAT

CRAWFORD & CRAWFORD

NO. 8028 P. 3/4 03/04

1 management and control over the "Married to the Game" DVD. No salary shall be paid  
2 to Respondent in determining net proceeds.

3 5. The corporation KDA is awarded to Respondent.

4 6. The restaurant Dasha's Soul Food is awarded to Respondent.

5 7. The proceeds from the "Married to the Game" book is awarded to  
6 Respondent.

7 8. O Lydia, a company, is awarded to Respondent. However, one-half of the  
8 net proceeds from the "Married to the Game" DVD is awarded to each party.

9 9. The parties shall cooperate to consolidate their ongoing business concerns  
10 which are community property and from which they are each getting profits into a  
11 company to be created called Harris Enterprises.

12 10. The company Dream On Production is awarded to Respondent, except for  
13 one-half of the net royalties from "Married to the Game" DVD shall be awarded to each  
14 party.

15 11. Petitioner's life story is awarded to Petitioner.

16 12. Nu Image Media is awarded to Petitioner after the One Hundred Seven  
17 Million Dollar judgment in LASC Case BC 288857 has been collected or compromised to  
18 the satisfaction of Petitioner and Respondent.

19 13. The proceeds of Los Angeles Superior Court Case BC 288857 are  
20 community property. The allocation to the parties is reserved as to how much of said  
21 proceeds shall be awarded to each party.

22 The fees and costs to Casselmans' firm when they are determined shall be  
23 divided between the parties on an equal basis. Each party shall pay their own fees and  
24 costs in the case of Casselman versus Harris which is Los Angeles Superior Court case  
25 BC 340196.

26 14. The issue of child support is reserved.

27 15. Child custody jurisdiction is in the State of Texas. The parties have stated  
28

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DEC 13 2005 10:22AM L83182USS ALGUST&KASAT

CRAWFORD & CRAWFORD

NO. 8028 P. 4/484/84

1 their intent that Respondent will bring the child of the parties to visit Petitioner once  
2 every two months until the child is 18 years of age.

3 16. The parties jointly support a motion for the appointment of a receiver for the  
4 collection of the judgment in LASC Case BC 268857.

5 17. Each party shall pay their own attorneys fees and costs in this case to date.

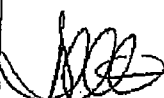
6 18. The Court reserves jurisdiction over the executory portions of this Judgment  
7 including the formation of Harris Enterprises.

8 19. The trial on the issue of the allocation of the proceeds of LASC Case BC  
9 268857 is set for January 30, 2006, at 9:00 a.m. in Department 13 of this Court.

10 20. The parties shall exchange Preliminary Declarations of Disclosure forthwith.  
11 The Final Declarations of Disclosure are waived.

12 APPROVED AS TO FORM AND CONTENT:

13  
14   
15 STEVEN M. GOLDBERG,  
16 Attorney for Petitioner,  
17 MICHAEL HARRIS

18   
19 DEBRA VANIMAN CRAWFORD,  
20 Attorney for Respondent,  
21 LYDIA HARRIS

22 12-23-05

23   
24 ADRIENNE M. GROVER,  
25 Judge of the Superior Court  
26  
27  
28

Hon. Stephen E. Haberfeld, Discovery Referee  
JAMS  
707 Wilshire Blvd., 46<sup>th</sup> Fl.  
Los Angeles, CA 90017  
Tel.: 213-353-9711  
Fax: 213-620-0100  
E-Mail: [judgehaberfeld@comcast.net](mailto:judgehaberfeld@comcast.net)

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MONTEREY

MICHAEL RAY HARRIS,

Petitioner,

vs.

LYDIA HARRIS,

Respondent.

Case No. DR 43369

**REFEREE'S ORDER GRANTING  
PETITIONER'S MOTION TO COMPEL  
MARION H. "SUGE" KNIGHT TO  
PRODUCE DOCUMENTS RESPONSIVE  
TO PETITIONER'S FIRST SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS**

Hearing

Date: January 5, 2006

Time: 5:15 p.m.

Place: Via Conference Call

Referee: Hon. Stephen E. Haberfeld

Petitioner Michael Ray Harris's ("Petitioner's") motion to compel Marion H. "Suge" Knight ("Mr. Knight") to respond and produce documents responsive to Petitioner's first set of requests for production of documents ("Motion") was expressly and specifically referred to the undersigned discovery referee ("Referee") by the Court's Order, dated December 13, 2005 -- which also appointed the Referee. Steven M. Goldberg, Esq. and Dan Goldman, Esq. of the

Return

1

[PROPOSED] ORDER

1 law firm of Russ August & Kabat appeared and participated with the Referee in a telephonic  
2 hearing on the Motion --- which hearing was set by stipulation, including the agreement of  
3 Dermot D. Givens, Esq. counsel for Mr. Knight, during a telephonic Status Conference held on  
4 January 4, 2006. Debra Crawford, Esq. of the law firm of Crawford & Crawford, counsel for  
5 Respondent Lydia Harris in this proceeding --- having been apprised of the stipulated and  
6 ordered telephonic hearing during the aforesaid Status Conference --- stated that she did not  
7 intend to participate in the hearing on the Motion.

8 Mr. Givens did not appear or participate in the hearing on the Motion, as agreed and  
9 accordingly so ordered, or communicate with either the Referee or Petitioner's counsel after the  
10 January 4, 2006 Status Conference and before or during the hearing on the Motion concerning  
11 that hearing or at all.

12 All participants in the January 4, 2006 Status Conference knew the date, time and call-in  
13 information for the hearing on the Motion. Messrs. Goldberg and Goldman dialed in for the  
14 telephonic hearing, as agreed and ordered, shortly after 5:15 p.m. (PT). The Referee was already  
15 on the line. After waiting for Mr. Givens for approximately five minutes, at approximately 5:20  
16 p.m. (PT), the Referee stated that the Referee would go off line until the earlier of being  
17 contacted that Mr. Givens had joined the conference call or 5:30 p.m. (PT), at which time the  
18 Referee would dial back into the conference call and discuss with whoever was on the line at that  
19 time what next to do.

20 At approximately 5:30 p.m. (PT) --- not having been contacted by anyone concerning that  
21 or whether Mr. Givens had joined the conference call for the hearing --- the Referee dialed back  
22 into the conference call and ascertained that Mr. Givens was not on the line. Petitioner's  
23 counsel, Mr. Goldberg, represented to the Referee that Mr. Givens had not joined the conference  
24 call at any time prior to the Referee's re-joining the conference call at 5:30 p.m. (PT) and that  
25 Mr. Goldberg had unsuccessfully tried to contact Mr. Givens about his joining the telephonic  
26 hearing on the Motion during the approximately ten minute (5:20-5:30 p.m. (PT)) interval when  
27 the Referee was off-line. Mr. Goldberg represented that he had called Mr. Givens' cell phone  
28 and that Mr. Givens did not answer, and Mr. Goldberg left a message, and that Mr. Goldberg

Referee

1 additionally sent Mr. Givens an e-mail, but Mr. Givens did not respond or call in to the  
2 conference call.

3 At approximately 5:35 p.m. (PT), the Referee ruled that --- in view of the above-  
4 referenced facts and circumstances, and good cause appearing --- the stipulated and ordered  
5 telephonic hearing on the Motion would go forward, and the Referee made the following ruling  
6 and order concerning the Motion during the hearing which lasted until approximately 5:45 p.m.  
7 (PT).

8 Based on careful consideration of the papers submitted by Petitioner and Mr. Knight in  
9 support of and in opposition to Petitioner's motion to compel Mr. Knight to produce, without  
10 objection, all documents responsive to Petitioner's First Set of Requests for Production of  
11 Documents ("document request") and, after a hearing and good cause appearing, it is hereby  
12 ORDERED as follows. Petitioner's motion to compel is granted as to the production of all  
13 documents requested to be produced by Mr. Knight in Petitioner's document request. Mr.  
14 Knight is hereby ordered to produce, without objection, all documents in his possession, custody  
15 and/or control which are responsive to Petitioner's document request, immediately prior to the  
16 commencement of the taking of Mr. Knight's ordered deposition on Tuesday, January 10, 2006  
17 at 10:00 a.m., at JAMS, 707 Wilshire Boulevard, 46<sup>th</sup> Floor, Los Angeles, California 90017.  
18 Petitioner's request for monetary sanctions in connection with the Motion is reserved.

19 Immediately prior to the conclusion of the hearing on the Motion, the Referee requested  
20 that Petitioner's counsel prepare, submit to the Referee and disseminate to all participants in the  
21 discovery reference, including the Wasserman Comden firm, a proposed form of order for the  
22 Referee's review and signature, reflecting the Referee's rulings and orders made during the  
23 hearing on the Motion.

24 DATED: January 6, 2006

  
25 STEPHEN E. HABERFELD  
26 Discovery Referee  
27  
28

Referral

3

[PROPOSED] ORDER

Case 2:06-bk-11205-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 12  
of 16

**PROOF OF SERVICE  
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 707 Wilshire Blvd. 46<sup>th</sup> Floor, Los Angeles, CA 90017.

On January 6, 2006, I served the foregoing document described as REFEREE'S ORDER GRANTING PETITIONER'S MOTION TO COMPEL MARION H. "SUGE" KNIGHT TO PRODUCE DOCUMENTS RESPONSIVE TO PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS in the matter of MICHAEL RAY HARRIS V. LYDIA HARRIS to interested parties in this action, as follows:

ORIGINAL FILED TO: (Via fax & mail)

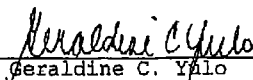
Hon. Adrienne Grover  
Monterey Courthouse  
1200 Aguajito Road  
Courtroom #13  
Monterey, CA 93940  
Fax: 831-647-5897

( SEE ATTACHED SERVICE LIST )

(X ) BY MAIL: as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Los Angeles, California.

(X ) BY FACSIMILE TRANSMISSION: I caused the above-referenced document(s) to be transmitted to the above-named person(s) at the telecopy numbers on the attached list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 6, 2006.

  
Geraldine C. Yalo

Case 2:06-bk-11205-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 13  
of 16

CA001 - JAMS, Inc. Service List



1/6/2006

Reference # : 1220034123  
Case Name : Harris, Michael Ray vs. Harris, Lydia  
Case Type: FAMI  
Referring Judge:  
Panelist: Haberfeld, Stephen E.,

---

2 **Goldberg, Steven M.**  
Steven M. Goldberg ( Active )  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
sgoldberg@raklaw.com  
Party Represented :  
Michael Ray Harris

---

3 **Givens, Dermot**  
Dermot Givens ( Active )  
L/O Dermot Givens RESP Respondent  
433 Camden Dr. Main Phone # 310-854-8823  
Suite 600 Direct Phone #  
Beverly Hills, CA 90210 FAX # 323-878-0416  
dermotg@aol.com  
Party Represented :  
Marion Knight  
Death Row Records Inc.

---

4 **Crawford, Debra Vaniman**  
Debra Vaniman Crawford ( Active )  
Crawford & Crawford RESP Respondent  
P.O. Box 373 Main Phone # 831-624-2422  
SW Mission & 4th Direct Phone #  
Carmel, CA 93921 FAX # 831-624-2428  
Debra@Divorce-123.com  
Party Represented :  
Lydia Harris

---

5 **Goldman, Dan**  
Dan Goldman ( Active )  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
dwgoldman@raklaw.com  
Party Represented :  
Michael Ray Harris

---

Case 2:06-bk-11205-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 14  
of 16

CA001 - JAMS, Inc. Service List



1/6/2006

6 Comden, Leonard J.  
Leonard J. Comden  
Wasserman, Comden, Casselman & Pearson  
5567 Reseda Blvd., Suite 330  
PO Box 7033  
Tarzana, CA 91357-7033  
lcomden@wccplaw.com  
Party Represented:

THE RESOLUTION EXPERTS

(Active)

RESP Respondent

Main Phone # 818-705-6800

Direct Phone #

FAX # 818-345-0162

Wasserman, Comden, Casselman & Pearson

**PROOF OF SERVICE**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 12424 Wilshire Boulevard, 12<sup>th</sup> Floor, Los Angeles, California 90025.

On May 4, 2006 I caused to be served the foregoing document described as PROOF OF CLAIM on interested parties in this action

- ☒ by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.
- ☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

**SERVICE NAME/ADDRESS**


☒ BY MAIL

☐ I deposited such in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ Federal: I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 4, 2006 at Los Angeles, California.

  
NICOLE JONES

Case 2:06-bk-11205-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 16  
of 16

**SERVICE LIST**

Robert S. Altagen, Esq. *Attorney for Debtor, Death Row*  
111 Corporate Center Drive, Ste. 201 *Records*  
Monterey Park, CA 91754

Death Row Records, Inc. *Debtor*  
PO Box 3037  
Beverly Hills, CA 90212

Office of the US Trustee *Trustee*  
725 S. Figueroa Street, 26<sup>th</sup> floor  
Los Angeles, CA 90017

EXHIBIT 7

(Filed Under Seal 08/08/2013 ECF Docket No. 63)

EXHIBIT 7

(Filed Under Seal 08/08/2013 ECF Docket No. 63)

EXHIBIT 8 A

EXHIBIT 8A

Case 2:06-bk-11187-VZ Claim 16-1 Filed 10/19/06 Desc Main Document Page 1  
of 16

ORIGINAL

Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor MARION KNIGHT, JR. aka SUGE KNIGHT	Case Number LA 06-11187-EC	<div style="border: 1px solid black; padding: 5px; text-align: center;">FILED OCT 19 2006 CLERK, U.S. COURT CENTRAL DIST. BY</div> <p>This space is for Court use only.</p>
<b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): LYDIA HARRIS	<input checked="" type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent: SHARON Z. WEISS (State Bar No. 169446) WEINSTEIN, WEISS & ORDUBEGIAN LLP 1925 Century Park East, Suite 1150 Los Angeles, CA 90067-2712 Telephone number: (310) 203-9393	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Last four digits of account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____
<b>1. Basis for Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input checked="" type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
<b>2. Date debt was incurred:</b> Dec. 15, 1992 - Feb. 26, 2002 <b>3. If court judgment, date obtained:</b> March 9, 2005		
<b>4. Total Amount of Claim at Time Case Filed:</b> \$ 107 million* (unsecured) (secured) (priority) (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. * In excess of \$107 million - some or all may be secured.		
<b>6. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____ <b>6. Unsecured Nonpriority Claim.</b> \$107 million <input checked="" type="checkbox"/> Check this box if (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it or (c) none or only part of your claim is entitled to priority. * See above.		
<b>7. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8		
<b>8. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>9. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>10. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This space is for Court use only.
Date Sep 2006 Sign and print the name and title (If any) of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): LYDIA HARRIS		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357.1.		

Case 2:06-bk-11187-VZ Claim 16-1 Filed 10/19/06 Desc Main Document Page 2  
of 16

F.D.

**FILED**  
LOS ANGELES SUPERIOR COURT  
MAR 09 2005 *Rec*  
JOHN A. CLARKE, CLERK  
By: *[Signature]*  
R. CASTLE

1 DAVID B. CASSELMAN (SBN 81657)  
2 I.DONALD WEISSMAN (SBN 67980)  
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
4 5567 Reseda Boulevard, Suite 330  
5 Post Office Box 7033  
6 Tarzana, California 91357-7033  
7 Telephone: (818) 705-6800 • (323) 873-0995  
8 Facsimile: (818) 705-8147  
9  
10 Attorneys for Plaintiffs  
11 LYDIA HARRIS and NEW IMAGE MEDIA  
12 CORPORATION  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
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28

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE  
RECORDS, INC., AND NEW IMAGE  
MEDIA CORP.,  
v.  
KEVIN GILLIAM AKA BATTLECAT;  
MARION H. KNIGHT AKA SUGE  
KNIGHT; DEATH ROW RECORDS;  
THA ROW, INC.; DAVID E. KENNER;  
DAVID E. KENNER PROFESSIONAL  
LAW CORPORATION; DAVID E.  
KENNER, A PROFESSIONAL  
CORPORATION; THE DAVID E.  
KENNER TRUST; INTERSCOPE  
RECORDS; JIMMY IOVINE; JOHN T.  
MCCLAIN, JR.; A&M RECORDS; ET  
AL.,  
Defendants.

CASE NO. BC 268857  
Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41  
[Complaint Filed: February 26, 2002]

JUDGMENT

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, ~~and~~  
DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS, L.L.C., and THA ROW, INC.,~~  
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application  
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald  
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

JUDGMENT

-2-

Case 2:06-bk-11187-VZ Claim 16-1 Filed 10/19/06 Desc Main Document Page 3  
of 16

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA  
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT  
3 aka SUGB KNIGHT, ~~and~~ ~~DEATH ROW RECORDS, INC., aka DEATH ROW RECORDS L.L.C.,~~  
4 ~~and TLA ROW, INC.~~ in the sum of \$ 45,000,000 for economic damages,  
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.  
6

7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed  
8 pursuant to the statute in the amount of \$ \_\_\_\_\_  
9

10 Dated: 3-9-05

Ronald H. Solizian  
JUDGE OF THE LOS ANGELES SUPERIOR COURT

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
8801 CRENSHAW BLVD., SUITE 250  
P.O. BOX 7031  
TARANA, CA 90231-7031

Case 2:06-bk-11187-VZ Claim 16-1 Filed 10/19/06 Desc Main Document Page 4  
of 16

FL-180

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)</b> DEBRA VANIMAN CRAWFORD, SBN 116222 LAW OFFICES OF CRAWFORD & CRAWFORD P.O. Box 373 SW Mission & 4th Carmel, California 93921-0373 TELEPHONE NO: 831-624-2422 FAX NO (Optional): <b>MAILING ADDRESS (Optional)</b> ATTORNEY FOR (Name): LYDIA HARRIS		<b>FOR COURT USE ONLY</b>  <b>FILED</b> DEC 23 2005 LISA M. GALDOS CLERK OF THE SUPERIOR COURT C.J. CAMACHO DEPUTY	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: 1200 Aguajito Road CITY AND ZIP CODE: Monterey, CA 93940 BRANCH/NAME: MONTEREY			
<b>MARRIAGE OF</b> PETITIONER: MICHAEL RAY HARRIS RESPONDENT: LYDIA HARRIS			
<b>JUDGMENT</b> <input checked="" type="checkbox"/> DISOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: DATE OF FILE STAMP DEC 23 2005		CASE NUMBER: DR 43369	

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders. The restraining orders are contained on page(s) of the attachment. They expire on (date):

2. This proceeding was heard as follows: ☐ Default or uncontested ☐ By declaration under Family Code section 2338  
☒ Contested  
a. Date: 11-24-05 Dept: 13 Room:  
b. Judicial officer (name): ADRIENNE M. GROVER ☐ Temporary judge  
c. ☒ Petitioner present in court ☒ Attorney present in court (name): STEVEN M. GOLDBERG  
d. ☒ Respondent present in court ☒ Attorney present in court (name): DEBRA V. CRAWFORD  
e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):  
f. ☒ Other (specify name): Attorney for Petitioner: DAN GOLDMAN

3. The court acquired jurisdiction of the respondent on (date): June 9, 2005  
a. ☒ The respondent was served with process.  
b. ☐ The respondent appeared.

**THE COURT ORDERS, GOOD CAUSE APPEARING**

4. a. ☒ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons.  
(1) ☒ on (specify date): SAME DATE AS FILE STAMP DEC 23 2005  
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.  
b. ☐ Judgment of legal separation is entered.  
c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):

d. ☐ This judgment will be entered nunc pro tunc as of (date):  
e. ☐ Judgment on reserved issues.  
f. The ☐ petitioner's ☐ respondent's former name is restored to (specify):  
g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.  
h. ☐ This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-181) within 10 days of the date of this judgment. The parties must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-182) is attached.

Form Adopted by Mandatory Use  
Judicial Council of California  
FL-180 (Rev. January 1, 2005)

JUDGMENT  
(Family Law)

Legal  
Solutions  
CA Plus

Page 1 of 2  
Friday, Dec 23, 2005, 11:24:23 AM  
7242, 2348

1:06G. 13. 2005 P10:21AM18316RUSS AUGUST&KABAT CRAWFORD & CRAWFORD NO. 8028 P. 1/4 82/84

1 PURSUANT TO STIPULATION OF THE PARTIES RECITED IN COURT, IT IS HEREBY  
2 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

3  
4 1. Of the monies received by Respondent from Marlon Knight to date, Sixty  
5 Thousand (\$60,000) shall be paid to an individual per agreement of the parties. One  
6 Hundred and Seventy-Nine Thousand Dollars (\$179,000) shall be given to Petitioner  
7 and Two Hundred Thousand Dollars (\$200,000) shall be retained by Respondent.

8 Each party shall pay one-half of the copying costs for the Xenon case out of said  
9 money.

10 Respondent shall put Two Hundred Six Thousand Dollars (\$206,000) in escrow  
11 for potential fees or costs in LASC Case BC 288857.

12 Each party shall pay taxes, if any, on their share of said money.

13 2. Each party is awarded one-half of the net profits of the DVD on the  
14 documentary "Welcome to Death Row."

15 3. Any and all major decisions on the lawsuit regarding the "Welcome to Death  
16 Row" documentary versus Xenon shall be made by the parties jointly. The net proceeds  
17 of said lawsuit shall be divided equally by the parties. The costs shall be shared equally  
18 by the parties and shall be advanced, if possible. Respondent will keep Petitioner  
19 advised of all developments in the case, and shall provide him with copies of all filed  
20 documents to date at Petitioner's expense.

21 4. Each party shall receive one-half of the net proceeds from the Battlecat  
22 Judgment in LASC Case BC 288857, which was an arbitrated judgment.

23 Petitioner is awarded the Battlecat masters. Respondent shall arrange for  
24 shipment of said masters to Petitioner at his cost and direction.

25 Petitioner shall license the songs from the Battlecat masters in the documentary  
26 "Married to the Game" to Respondent at no cost. Each party shall be awarded one-half  
27 of the net proceeds of the "Married to the Game" DVD, but Respondent shall have  
28

Judgment, Marriage of Harris, DR 43369

1 DEC. 13. 2005 10:21 AM 183187 VZ AUGUST 2006 CRAWFORD & CRAWFORD NO. 8028 P. 3/4 03/04

1 management and control over the "Married to the Game" DVD. No salary shall be paid  
2 to Respondent in determining net proceeds.

3 5. The corporation KDA is awarded to Respondent.

4 6. The restaurant Dasha's Soul Food is awarded to Respondent.

5 7. The proceeds from the "Married to the Game" book is awarded to  
6 Respondent.

7 8. O Lydia, a company, is awarded to Respondent. However, one-half of the  
8 net proceeds from the "Married to the Game" DVD is awarded to each party.

9 9. The parties shall cooperate to consolidate their ongoing business concerns  
10 which are community property and from which they are each getting profits into a  
11 company to be created called Harris Enterprises.

12 10. The company Dream On Production is awarded to Respondent, except for  
13 one-half of the net royalties from "Married to the Game" DVD shall be awarded to each  
14 party.

15 11. Petitioner's life story is awarded to Petitioner.

16 12. Nu Image Media is awarded to Petitioner after the One Hundred Seven  
17 Million Dollar judgment in LASC Case BC 268857 has been collected or compromised to  
18 the satisfaction of Petitioner and Respondent.

19 13. The proceeds of Los Angeles Superior Court Case BC 268857 are  
20 community property. The allocation to the parties is reserved as to how much of said  
21 proceeds shall be awarded to each party.

22 The fees and costs to Casselman's firm when they are determined shall be  
23 divided between the parties on an equal basis. Each party shall pay their own fees and  
24 costs in the case of Casselman versus Harris which is Los Angeles Superior Court case  
25 BC 340186.

26 14. The issue of child support is reserved.

27 15. Child custody jurisdiction is in the State of Texas. The parties have stated  
28

1 DEC 13 2005 10:22AM 1031E XUS AL0031A K00AT CRAWFORD & CRAWFORD NO. 0028 P. 4/404/04

1 their intent that Respondent will bring the child of the parties to visit Petitioner once  
2 every two months until the child is 18 years of age.

3 16. The parties jointly support a motion for the appointment of a receiver for the  
4 collection of the judgment in LASC Case BC 288857.


5 17. Each party shall pay their own attorneys fees and costs in this case to date.

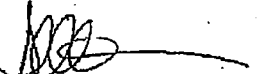
6 18. The Court reserves jurisdiction over the executory portions of this Judgment  
7 including the formation of Harris Enterprises.

8 19. The trial on the issue of the allocation of the proceeds of LASC Case BC  
9 288857 is set for January 30, 2006, at 9:00 a.m. in Department 13 of this Court.

10 20. The parties shall exchange Preliminary Declarations of Disclosure forthwith.  
11 The Final Declarations of Disclosure are waived.

12 APPROVED AS TO FORM AND CONTENT:

13  
14   
15 STEVEN M. GOLDBERG,  
16 Attorney for Petitioner  
MICHAEL HARRIS

17  
18   
19 DEBORA VANIMAN CRAWFORD,  
20 Attorney for Respondent,  
LYDIA HARRIS

21 12-23-05

22   
23 ADRIENNE M. GROVER,  
24 Judge of the Superior Court  
25  
26  
27  
28

Hon. Stephen E. Haberfeld, Discovery Referee  
JAMS  
707 Wilshire Blvd., 46<sup>th</sup> Fl.  
Los Angeles, CA 90017  
Tel.: 213-353-9711  
Fax: 213-620-0100  
E-Mail: [judgehaberfeld@comcast.net](mailto:judgehaberfeld@comcast.net)

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MONTEREY

MICHAEL RAY HARRIS,

Petitioner,

vs.

LYDIA HARRIS,

Respondent.

Case No. DR 43369

**REFEREE'S ORDER GRANTING  
PETITIONER'S MOTION TO COMPEL  
MARION H. "SUGE" KNIGHT TO  
PRODUCE DOCUMENTS RESPONSIVE  
TO PETITIONER'S FIRST SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS**

Hearing

Date: January 5, 2006

Time: 5:15 p.m.

Place: Via Conference Call

Referee: Hon. Stephen E. Haberfeld

Petitioner Michael Ray Harris's ("Petitioner's") motion to compel Marion H. "Suge" Knight ("Mr. Knight") to respond and produce documents responsive to Petitioner's first set of requests for production of documents ("Motion") was expressly and specifically referred to the undersigned discovery referee ("Referee") by the Court's Order, dated December 13, 2005 -- which also appointed the Referee. Steven M. Goldberg, Esq. and Dan Goldman, Esq. of the

Referee

1

(PROPOSED) ORDER

1 law firm of Russ August & Kabat appeared and participated with the Referee in a telephonic  
2 hearing on the Motion --- which hearing was set by stipulation, including the agreement of  
3 Dermot D. Givens, Esq. counsel for Mr. Knight, during a telephonic Status Conference held on  
4 January 4, 2006. Debra Crawford, Esq. of the law firm of Crawford & Crawford, counsel for  
5 Respondent Lydia Harris in this proceeding --- having been apprised of the stipulated and  
6 ordered telephonic hearing during the aforesaid Status Conference --- stated that she did not  
7 intend to participate in the hearing on the Motion.

8 Mr. Givens did not appear or participate in the hearing on the Motion, as agreed and  
9 accordingly so ordered, or communicate with either the Referee or Petitioner's counsel after the  
10 January 4, 2006 Status Conference and before or during the hearing on the Motion concerning  
11 that hearing or at all.

12 All participants in the January 4, 2006 Status Conference knew the date, time and call-in  
13 information for the hearing on the Motion. Messrs. Goldberg and Goldman dialed in for the  
14 telephonic hearing, as agreed and ordered, shortly after 5:15 p.m. (PT). The Referee was already  
15 on the line. After waiting for Mr. Givens for approximately five minutes, at approximately 5:20  
16 p.m. (PT), the Referee stated that the Referee would go off line until the earlier of being  
17 contacted that Mr. Givens had joined the conference call or 5:30 p.m. (PT), at which time the  
18 Referee would dial back into the conference call and discuss with whoever was on the line at that  
19 time what next to do.

20 At approximately 5:30 p.m. (PT) --- not having been contacted by anyone concerning that  
21 or whether Mr. Givens had joined the conference call for the hearing --- the Referee dialed back  
22 into the conference call and ascertained that Mr. Givens was not on the line. Petitioner's  
23 counsel, Mr. Goldberg, represented to the Referee that Mr. Givens had not joined the conference  
24 call at any time prior to the Referee's re-joining the conference call at 5:30 p.m. (PT) and that  
25 Mr. Goldberg had unsuccessfully tried to contact Mr. Givens about his joining the telephonic  
26 hearing on the Motion during the approximately ten minute (5:20-5:30 p.m. (PT)) interval when  
27 the Referee was off-line. Mr. Goldberg represented that he had called Mr. Givens' cell phone  
28 and that Mr. Givens did not answer, and Mr. Goldberg left a message, and that Mr. Goldberg

Referred

2

(PREPARED BY ORDER

1 additionally sent Mr. Givens an e-mail, but Mr. Givens did not respond or call in to the  
2 conference call.

3 At approximately 5:35 p.m. (PT), the Referee ruled that --- in view of the above-  
4 referenced facts and circumstances, and good cause appearing --- the stipulated and ordered  
5 telephonic hearing on the Motion would go forward, and the Referee made the following ruling  
6 and order concerning the Motion during the hearing which lasted until approximately 5:45 p.m.  
7 (PT).

8 Based on careful consideration of the papers submitted by Petitioner and Mr. Knight in  
9 support of and in opposition to Petitioner's motion to compel Mr. Knight to produce, without  
10 objection, all documents responsive to Petitioner's First Set of Requests for Production of  
11 Documents ("document request") and, after a hearing and good cause appearing, it is hereby  
12 ORDERED as follows. Petitioner's motion to compel is granted as to the production of all  
13 documents requested to be produced by Mr. Knight in Petitioner's document request. Mr.  
14 Knight is hereby ordered to produce, without objection, all documents in his possession, custody  
15 and/or control which are responsive to Petitioner's document request, immediately prior to the  
16 commencement of the taking of Mr. Knight's ordered deposition on Tuesday, January 10, 2006  
17 at 10:00 a.m., at JAMS, 707 Wilshire Boulevard, 46<sup>th</sup> Floor, Los Angeles, California 90017.  
18 Petitioner's request for monetary sanctions in connection with the Motion is reserved.

19 Immediately prior to the conclusion of the hearing on the Motion, the Referee requested  
20 that Petitioner's counsel prepare, submit to the Referee and disseminate to all participants in the  
21 discovery reference, including the Wasserman Comden firm, a proposed form of order for the  
22 Referee's review and signature, reflecting the Referee's rulings and orders made during the  
23 hearing on the Motion.

24 DATED: January 6, 2006

  
STEPHEN E. HABERFELD  
Discovery Referee

PROOF OF SERVICE  
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 707 Wilshire Blvd. 46<sup>th</sup> Floor, Los Angeles, CA 90017.

On January 6, 2006, I served the foregoing document described as REFEREN'S ORDER GRANTING PETITIONER'S MOTION TO COMPEL MARION H. "SUGGE" KNIGHT TO PRODUCE DOCUMENTS RESPONSIVE TO PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS in the matter of MICHAEL RAY HARRIS V. LYDIA HARRIS to interested parties in this action, as follows:

ORIGINAL FILED TO: (Via fax & mail)

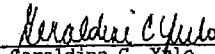
Hon. Adrienne Grover  
Monterey Courthouse  
1200 Aguajito Road  
Courtroom #13  
Monterey, CA 93940  
Fax: 831-647-5897

( SEE ATTACHED SERVICE LIST )

(X) BY MAIL: as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Los Angeles, California.

(X) BY FACSIMILE TRANSMISSION: I caused the above-referenced document(s) to be transmitted to the above-named person(s) at the telecopy numbers on the attached list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 6, 2006.

  
Geraldine C. Yalo

Case 2:06-bk-11187-VZ Claim 16-1 Filed 10/19/06 Desc Main Document Page 12  
of 16

CA001 - JAMS, Inc. Service List



1/6/2006

Reference #: 1220034123  
Case Name: Harris, Michael Ray vs. Harris, Lydia  
Case Type: FAMI  
Referring Judge:  
Panelist: Haberfeld, Stephen E.,

2 **Goldberg, Steven M.**  
Steven M. Goldberg (Active)  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
sgoldberg@raklaw.com  
Party Represented:  
Michael Ray Harris

3 **Givens, Dermot**  
Dermot Givens (Active)  
L/O Dermot Givens RESP Respondent  
433 Camden Dr. Main Phone # 310-854-8823  
Suite 600 Direct Phone #  
Beverly Hills, CA 90210 FAX # 323-878-0416  
dermotg@aol.com  
Party Represented:  
Marlon Knight  
Death Row Records Inc.

4 **Crawford, Debra Vaniman**  
Debra Vaniman Crawford (Active)  
Crawford & Crawford RESP Respondent  
P.O. Box 373 Main Phone # 831-624-2422  
SW Mission & 4th Direct Phone #  
Carmel, CA 93921 FAX # 831-624-2428  
Debra@Divorce-123.com  
Party Represented:  
Lydia Harris

5 **Goldman, Dan**  
Dan Goldman (Active)  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
dwgoldman@raklaw.com  
Party Represented:  
Michael Ray Harris

Case 2:06-bk-11187-VZ Claim 16-1 Filed 10/19/06 Desc Main Document Page 13  
of 16

CA001 - JAMS, Inc. Service List

1/6/2006



6 Comden, Leonard J.  
Leonard J. Comden  
Wasserman, Comden, Casselman & Pearson  
5567 Reseda Blvd., Suite 330  
PO Box 7033  
Tarzana, CA 91357-7033  
lcomden@wacplaw.com  
Party Represented:

THE RESOLUTION EXPERTS

(Active)

RESP Respondent

Main Phone # 818-705-6800

Direct Phone #

FAX # 818-345-0162

Wasserman, Comden, Casselman & Pearson

Case 2:06-bk-11187-VZ Claim 16-1 Filed 10/19/06 Desc Main Document Page 14  
of 16

P. 1

\* \* \* Transmission Result Report(MemoryTX) (Jan. 6. 2006 2:49PM) \* \* \*

33

Date/Time: Jan. 6. 2006 2:13PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
4540 Memory TX	18315475891 - RETAXED TO camI Judge Haberfeld 13108266991 13238780416 - CORRECT # GIVENS 18316242428 - CRAWFORD 13108266991 18183450162	P. 7	E-3) 3) OK OK E-2) 2) 2) 2) 2) E-3) 3) OK OK	P. 1-7   P. 1-7 P. 1-7

Reason for error  
E. 1) Hang up or line fall  
E. 3) No answer

E. 2) Busy  
E. 4) No facsimile connection



January 6, 2006

Ken, Address: Owner  
Memory Overflows  
1300 Agave Road  
Oroville, CA 95966  
Phone: (530) 897-9977

Re: Hargis, Michael Ray v. Harris & Legler  
Case: 06-13519  
JAMS: 7210834513

Dear Judge's Office:

A faxed plan to find Judge (Hargis) & Harris's Office for your review and  
signature.

Due to the pre-litigation date and time of this coming Tuesday morning, the attached Order  
is being faxed and mailed to you, and all around.

Thank you for your attention. Please feel free to contact me should you have any  
questions at 713-253-9711.

Sincerely,

*Ali Hargis*  
Ali Hargis  
Case Manager  
Judge Stephen Hargis, Discovery Review  
and Hargis.com

cc all around

PDF GENERATED BY: JAMS MAIL, SAN FRANCISCO, CA 94107 TEL: 415-714-1100 FAX: 415-714-1100

-14-

**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 12424 Wilshire Boulevard, 12<sup>th</sup> Floor, Los Angeles, California 90025.

On May 4, 2006 I caused to be served the foregoing document described as PROOF OF CLAIM on interested parties in this action

- ☒ by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.
- ☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

**SERVICE NAME/ADDRESS**

- ☒ BY MAIL
- ☐ I deposited such in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.
- ☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☒ Federal: I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 4, 2006 at Los Angeles, California.

  
NICOLE JONES

SERVICE LIST

Daniel McCarthy, Esq. Attorney for Debtor, Marion H. Knight,  
Hill, Farrer & Burrill LLP Jr.  
300 S. Grand Avenue, 37<sup>th</sup> floor  
Los Angeles, CA 90071

Marion H. Knight, Jr. Debtor  
PO Box 3037  
Beverly Hills, CA 90212

Alvin Mar, Esq. Trustee  
Office of the US Trustee  
725 S. Figueroa Street, 26<sup>th</sup> floor  
Los Angeles, CA 90017

EXHIBIT 8 B

EXHIBIT 8 B

Case 2:06-bk-11205-VZ Claim 23-1 Filed 10/19/06 Desc Main Document Page 1  
of 15

Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor: DEATH ROW RECORDS, INC.	Case Number: LA 06-11205-EC	<div style="border: 1px solid black; padding: 5px; text-align: center;">OCT 19 2006 U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIF.</div> <p>This space is for Court use only.</p>
<b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): LYDIA HARRIS	<input checked="" type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent: SHARON Z. WEISS (State Bar No. 169446) WEINSTEIN, WEISS & ORDUBEGIAN LLP 1925 Century Park East, Suite 1150 Los Angeles, CA 90067-2712 Telephone number: (310) 203-9393	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Last four digits of account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> if this claim replaces <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input checked="" type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)
2. Date debt was incurred: Dec. 15, 1992 - Feb. 26, 2002		3. If court judgment, date obtained: March 9, 2005
4. Total Amount of Claim at Time Case Filed: \$107 million* (unsecured) (secured) (priority) (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. * In excess of \$107 million - some or all may be secured.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8
6. Unsecured Nonpriority Claim. \$107 million <input checked="" type="checkbox"/> Check this box if (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it or (c) none or only part of your claim is entitled to priority. * See above.		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This space is for Court use only.
Date: Sep, 2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): LYDIA HARRIS	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3671.		

ORIGINAL

Case 2:06-bk-11205-VZ Claim 23-1 Filed 10/19/06 Desc Main Document Page 2  
of 15

F.D.

**FILED**

LOS ANGELES SUPERIOR COURT

MAR 09 2005

JOHN A. CLARKE, CLERK

By: *L. Castle*  
K. CASTLE

1 DAVID B. CASSELMAN (SBN 81657)  
2 I.DONALD WEISSMAN (SBN 67980)  
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
4 5567 Reseda Boulevard, Suite 330  
5 Post Office Box 7033  
6 Tarzana, California 91357-7033  
7 Telephone: (818) 705-6800 • (323) 872-0995  
8 Facsimile: (818) 705-8147

9 Attorneys for Plaintiffs  
10 LYDIA HARRIS and NEW IMAGE MEDIA  
11 CORPORATION

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES

14 LYDIA HARRIS, LIFESTYLE  
15 RECORDS, INC., AND NEW IMAGE  
16 MEDIA CORP.,

17 Plaintiffs,

18 v.

19 KEVIN GILLIAM AKA BATTLECAT;  
20 MARION H. KNIGHT AKA SUGE  
21 KNIGHT; DEATH ROW RECORDS;  
22 THA ROW, INC.; DAVID E. KENNER;  
23 DAVID E. KENNER PROFESSIONAL  
24 LAW CORPORATION; DAVID E.  
25 KENNER, A PROFESSIONAL  
26 CORPORATION; THE DAVID E.  
27 KENNER TRUST; INTERSCOPE  
28 RECORDS; JIMMY IOVINE; JOHN T.  
MCCLAIN, JR.; A&M RECORDS; ET  
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:  
Judge Ronald M. Schigian - Dept. 41

[Complaint Filed: February 26, 2002]

**JUDGMENT**

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, and  
DEATH ROW RECORDS, INC., and DEATH ROW RECORDS, INC., and THA ROW, INC.,  
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application  
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald  
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor.

JUDGMENT

-2-

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA  
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT  
3 aka SUGE KNIGHT, ~~DEATH ROW RECORDS, INC., aka DEATH ROW RECORDS L.L.C.,~~  
4 and ~~TIA ROW, INC.~~ in the sum of \$ 45,000,000 for economic damages,  
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.  
6

7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed  
8 pursuant to the statute in the amount of \$ \_\_\_\_\_  
9

10 Dated: 3-9-05

*Ronald H. Solizian*  
JUDGE OF THE LOS ANGELES SUPERIOR COURT

WASSERMAN, CORDEN, CASSELMAN & PEARSON L.L.P.  
2007 REBECCA BUNN LEVARD, SUITE 120  
TAREANA, CALIFORNIA 91357-7032

Case 2:06-bk-11205-VZ Claim 23-1 Filed 10/19/06 Desc Main Document Page 4  
of 15

ATTORNEY OR PARTY WITHOUT ATTORNEY (Please show full name, address, and address):		FOR COURT USE ONLY
DEBRA VANIMAN CRAWFORD, SBN 116222 LAW OFFICES OF CRAWFORD & CRAWFORD P.O. Box 373 SW Mission & 4th Carmel, California 93921-0373 TELEPHONE NO.: 831-624-2422 FAX NO. (Optional)		<b>FILED</b> DEC 23 2005 LISA M. GALDOS CLERK OF THE SUPERIOR COURT C.J. CAMACHO DEPUTY
B-RAL ADDRESS (Optional): ATTORNEY FOR PLAINTIFF: LYDIA HARRIS		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: 1200 Aguajito Road CITY AND ZIP CODE: Monterey, CA 93940 BRANCH NAME: MONTEREY		
MARRIAGE OF PETITIONER: MICHAEL RAY HARRIS RESPONDENT: LYDIA HARRIS		CASE NUMBER: DR 43369
<input checked="" type="checkbox"/> JUDGMENT <input type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: DATE OF FILE STAMP DEC 23 2005		
1. <input type="checkbox"/> This judgment <input type="checkbox"/> contains personal conduct restraining orders <input type="checkbox"/> modifies existing restraining orders The restraining orders are contained on page(s) of the attachment. They expire on (date):		
2. This proceeding was heard as follows: <input type="checkbox"/> Default or uncontested <input type="checkbox"/> By declaration under Family Code section 2336 <input checked="" type="checkbox"/> Contested a. Date: 11-14-05 Dept: 1.3 Room: b. Judicial officer (name): ADRIENNE M. GROVER <input type="checkbox"/> Temporary judge c. <input checked="" type="checkbox"/> Petitioner present in court <input checked="" type="checkbox"/> Attorney present in court (name): STEVEN M. GOLDBERG d. <input checked="" type="checkbox"/> Respondent present in court <input checked="" type="checkbox"/> Attorney present in court (name): DEBRA V. CRAWFORD e. <input type="checkbox"/> Claimant present in court (name): <input type="checkbox"/> Attorney present in court (name): f. <input checked="" type="checkbox"/> Other (specify name): Attorney for Petitioner: DAN GOLDMAN		
3. The court acquired jurisdiction of the respondent on (date): June 9, 2005 a. <input checked="" type="checkbox"/> The respondent was served with process. b. <input type="checkbox"/> The respondent appeared.		
THE COURT ORDERS, GOOD CAUSE APPEARING		
4. a. <input checked="" type="checkbox"/> Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons (1) <input checked="" type="checkbox"/> on (specify date): SAME DATE AS FILE STAMP DEC 23 2005 (2) <input type="checkbox"/> on a date to be determined on noticed motion of either party or on stipulation. b. <input type="checkbox"/> Judgment of legal separation is entered. c. <input type="checkbox"/> Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): d. <input type="checkbox"/> This judgment will be entered nunc pro tunc as of (date): e. <input type="checkbox"/> Judgment on reserved issues. f. The <input type="checkbox"/> petitioner's <input type="checkbox"/> respondent's former name is restored to (specify): g. <input type="checkbox"/> Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below. h. <input type="checkbox"/> This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-104) within 10 days of the date of this judgment. The parties must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-102) is attached.		

Form Adopted for Mandatory Use  
Judicial Council of California  
FL-100 (Rev. January 1, 2004)

JUDGMENT  
(Family Law)

Legal  
Solutions  
CA, Inc.

Page 1 of 2  
Family Case, W 2004, 2210,  
2244, 2245

DEC. 13. 2005 10:21AM 183168US8 AUGUSTE KABAT CRAWFORD & CRAWFORD NO. 8028 P. 2/42/04

1 PURSUANT TO STIPULATION OF THE PARTIES RECITED IN COURT, IT IS HEREBY  
2 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

3  
4 1. Of the monies received by Respondent from Marlon Knight to date, Fifty  
5 Thousand (\$50,000) shall be paid to an individual per agreement of the parties. One  
6 Hundred and Seventy-Nine Thousand Dollars (\$179,000) shall be given to Petitioner  
7 and Two Hundred Thousand Dollars (\$200,000) shall be retained by Respondent.

8 Each party shall pay one-half of the copying costs for the Xenon case out of said  
9 money.

10 Respondent shall put Two Hundred Six Thousand Dollars (\$206,000) in escrow  
11 for potential fees or costs in LASC Case BC 288857.

12 Each party shall pay taxes, if any, on their share of said money.

13 2. Each party is awarded one-half of the net profits of the DVD on the  
14 documentary "Welcome to Death Row."

15 3. Any and all major decisions on the lawsuit regarding the "Welcome to Death  
16 Row" documentary versus Xenon shall be made by the parties jointly. The net proceeds  
17 of said lawsuit shall be divided equally by the parties. The costs shall be shared equally  
18 by the parties and shall be advanced, if possible. Respondent will keep Petitioner  
19 advised of all developments in the case, and shall provide him with copies of all filed  
20 documents to date at Petitioner's expense.

21 4. Each party shall receive one-half of the net proceeds from the Battlecat  
22 Judgment in LASC Case BC 288857, which was an arbitrated judgment.

23 Petitioner is awarded the Battlecat masters. Respondent shall arrange for  
24 shipment of said masters to Petitioner at his cost and direction.

25 Petitioner shall license the songs from the Battlecat masters in the documentary  
26 "Married to the Game" to Respondent at no cost. Each party shall be awarded one-half  
27 of the net proceeds of the "Married to the Game" DVD, but Respondent shall have  
28

Judgment, Marriage of Harris, DR 43369

12 DEC 13 2015 10:21 AM 1831 ERUSS AUGUSTAKABAT CRAWFORD & CRAWFORD NO. 8028 P. 3/4 83/84

1 management and control over the "Married to the Game" DVD. No salary shall be paid  
2 to Respondent in determining net proceeds.

3 5. The corporation KDA is awarded to Respondent.

4 6. The restaurant Dasha's Soul Food is awarded to Respondent.

5 7. The proceeds from the "Married to the Game" book is awarded to  
6 Respondent.

7 8. O Lydia, a company, is awarded to Respondent. However, one-half of the  
8 net proceeds from the "Married to the Game" DVD is awarded to each party.

9 9. The parties shall cooperate to consolidate their ongoing business concerns  
10 which are community property and from which they are each getting profits into a  
11 company to be created called Harris Enterprises.

12 10. The company Dream On Production is awarded to Respondent, except for  
13 one-half of the net royalties from "Married to the Game" DVD shall be awarded to each  
14 party.

15 11. Petitioner's life story is awarded to Petitioner.

16 12. No Image Media is awarded to Petitioner after the One Hundred Seven  
17 Million Dollar judgment in LASC Case BC 288857 has been collected or compromised to  
18 the satisfaction of Petitioner and Respondent.

19 13. The proceeds of Los Angeles Superior Court Case BC 288857 are  
20 community property. The allocation to the parties is reserved as to how much of said  
21 proceeds shall be awarded to each party.

22 The fees and costs to Casselmans' firm when they are determined shall be  
23 divided between the parties on an equal basis. Each party shall pay their own fees and  
24 costs in the case of Casselman versus Harris which is Los Angeles Superior Court case  
25 BC 340198.

26 14. The issue of child support is reserved.

27 15. Child custody jurisdiction is in the State of Texas. The parties have stated  
28

Case 2:06-bk-11205-VZ Claim 23-1 Filed 10/19/06 Desc Main Document Page 7  
of 15

DEC. 13. 2005 10:22AM 10318 RUS AUGUST 18 2005 CRAWFORD & CRAWFORD NO. 3028 P. 4/484/84

- 1 their intent that Respondant will bring the child of the parties to visit Petitioner once  
2 every two months until the child is 18 years of age.  
3 16. The parties jointly support a motion for the appointment of a receiver for the  
4 collection of the judgment in LASC Case BC 268857.  
5 17. Each party shall pay their own attorneys fees and costs in this case to date.  
6 18. The Court reserves jurisdiction over the executory portions of this Judgment  
7 including the formation of Harris Enterprises.  
8 19. The trial on the issue of the allocation of the proceeds of LASC Case BC  
9 268857 is set for January 30, 2006, at 9:00 a.m. in Department 13 of this Court.  
10 20. The parties shall exchange Preliminary Declarations of Disclosure forthwith.  
11 The Final Declarations of Disclosure are waived.  
12 APPROVED AS TO FORM AND CONTENT:

13  
14   
15 STEVEN M. GOLDBERG,  
16 Attorney for Petitioner,  
17 MICHAEL HARRIS

18   
19 DEBRA VANIMAN CRAWFORD,  
20 Attorney for Respondent,  
21 LYDIA HARRIS

22 12-23-05

23   
24 ADRIENNE M. GROVER,  
25 Judge of the Superior Court  
26  
27  
28

1 Hon. Stephen E. Haberfeld, Discovery Referee  
2 JAMS  
3 707 Wilshire Blvd., 46<sup>th</sup> Fl.  
4 Los Angeles, CA 90017  
5 Tel.: 213-353-9711  
6 Fax: 213-620-0100  
7 E-Mail: [judgehaberfeld@comcast.net](mailto:judgehaberfeld@comcast.net)

8  
9  
10  
11 SUPERIOR COURT OF CALIFORNIA  
12 COUNTY OF MONTEREY  
13

14 MICHAEL RAY HARRIS,

15 Petitioner,

16 vs.

17 LYDIA HARRIS,

18 Respondent.  
19

Case No. DR 43369

REFEREE'S ORDER GRANTING  
PETITIONER'S MOTION TO COMPEL  
MARION H. "SUGE" KNIGHT TO  
PRODUCE DOCUMENTS RESPONSIVE  
TO PETITIONER'S FIRST SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS

20 Hearing

Date: January 5, 2006

Time: 5:15 p.m.

Place: Via Conference Call

Referee: Hon. Stephen E. Haberfeld

21  
22  
23  
24 Petitioner Michael Ray Harris's ("Petitioner's") motion to compel Marion H. "Suge"  
25 Knight ("Mr. Knight") to respond and produce documents responsive to Petitioner's first set  
26 of requests for production of documents ("Motion") was expressly and specifically referred to  
27 the undersigned discovery referee ("Referee") by the Court's Order, dated December 13, 2005 --  
28 - which also appointed the Referee. Steven M. Goldberg, Esq. and Dan Goldman, Esq. of the

1  
[PROPOSED] ORDER

1 law firm of Russ August & Kabat appeared and participated with the Referee in a telephonic  
2 hearing on the Motion --- which hearing was set by stipulation, including the agreement of  
3 Dermot D. Givens, Esq. counsel for Mr. Knight, during a telephonic Status Conference held on  
4 January 4, 2006. Debra Crawford, Esq. of the law firm of Crawford & Crawford, counsel for  
5 Respondent Lydia Harris in this proceeding --- having been apprised of the stipulated and  
6 ordered telephonic hearing during the aforesaid Status Conference --- stated that she did not  
7 intend to participate in the hearing on the Motion.

8 Mr. Givens did not appear or participate in the hearing on the Motion, as agreed and  
9 accordingly so ordered, or communicate with either the Referee or Petitioner's counsel after the  
10 January 4, 2006 Status Conference and before or during the hearing on the Motion concerning  
11 that hearing or at all.

12 All participants in the January 4, 2006 Status Conference knew the date, time and call-in  
13 information for the hearing on the Motion. Messrs. Goldberg and Goldman dialed in for the  
14 telephonic hearing, as agreed and ordered, shortly after 5:15 p.m. (PT). The Referee was already  
15 on the line. After waiting for Mr. Givens for approximately five minutes, at approximately 5:20  
16 p.m. (PT), the Referee stated that the Referee would go off line until the earlier of being  
17 contacted that Mr. Givens had joined the conference call or 5:30 p.m. (PT), at which time the  
18 Referee would dial back into the conference call and discuss with whoever was on the line at that  
19 time what next to do.

20 At approximately 5:30 p.m. (PT) --- not having been contacted by anyone concerning that  
21 or whether Mr. Givens had joined the conference call for the hearing --- the Referee dialed back  
22 into the conference call and ascertained that Mr. Givens was not on the line. Petitioner's  
23 counsel, Mr. Goldberg, represented to the Referee that Mr. Givens had not joined the conference  
24 call at any time prior to the Referee's re-joining the conference call at 5:30 p.m. (PT) and that  
25 Mr. Goldberg had unsuccessfully tried to contact Mr. Givens about his joining the telephonic  
26 hearing on the Motion during the approximately ten minute (5:20-5:30 p.m. (PT)) interval when  
27 the Referee was off-line. Mr. Goldberg represented that he had called Mr. Givens' cell phone  
28 and that Mr. Givens did not answer, and Mr. Goldberg left a message, and that Mr. Goldberg

1 additionally sent Mr. Givens an e-mail, but Mr. Givens did not respond or call in to the  
2 conference call.

3 At approximately 5:35 p.m. (PT), the Referee ruled that --- in view of the above-  
4 referenced facts and circumstances, and good cause appearing --- the stipulated and ordered  
5 telephonic hearing on the Motion would go forward, and the Referee made the following ruling  
6 and order concerning the Motion during the hearing which lasted until approximately 5:45 p.m.  
7 (PT).

8 Based on careful consideration of the papers submitted by Petitioner and Mr. Knight in  
9 support of and in opposition to Petitioner's motion to compel Mr. Knight to produce, without  
10 objection, all documents responsive to Petitioner's First Set of Requests for Production of  
11 Documents ("document request") and, after a hearing and good cause appearing, it is hereby  
12 ORDERED as follows. Petitioner's motion to compel is granted as to the production of all  
13 documents requested to be produced by Mr. Knight in Petitioner's document request. Mr.  
14 Knight is hereby ordered to produce, without objection, all documents in his possession, custody  
15 and/or control which are responsive to Petitioner's document request, immediately prior to the  
16 commencement of the taking of Mr. Knight's ordered deposition on Tuesday, January 10, 2006  
17 at 10:00 a.m., at JAMS, 707 Wilshire Boulevard, 46<sup>th</sup> Floor, Los Angeles, California 90017.  
18 Petitioner's request for monetary sanctions in connection with the Motion is reserved.

19 Immediately prior to the conclusion of the hearing on the Motion, the Referee requested  
20 that Petitioner's counsel prepare, submit to the Referee and disseminate to all participants in the  
21 discovery reference, including the Wasserman Comden firm, a proposed form of order for the  
22 Referee's review and signature, reflecting the Referee's rulings and orders made during the  
23 hearing on the Motion.

24 DATED: January 6, 2006

  
25 STEPHEN E. HABBERFELD  
26 Discovery Referee  
27  
28

Case 2:06-bk-11205-VZ Claim 23-1 Filed 10/19/06 Desc Main Document Page 11  
of 15

**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 707 Wilshire Blvd. 46<sup>th</sup> Floor, Los Angeles, CA 90017.

On January 6, 2006, I served the foregoing document described as REFEREE'S ORDER GRANTING PETITIONER'S MOTION TO COMPEL MARION H. "SUGER" KNIGHT TO PRODUCE DOCUMENTS RESPONSIVE TO PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS in the matter of MICHAEL RAY HARRIS V. LYDIA HARRIS to interested parties in this action, as follows:

ORIGINAL FILED TO: (Via fax & mail)

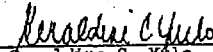
Hon. Adrienne Grover  
Monterey Courthouse  
1200 Aguajito Road  
Courtroom #13  
Monterey, CA 93940  
Fax: 831-647-5897

( SEE ATTACHED SERVICE LIST )

(X) BY MAIL: as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Los Angeles, California.

(X) BY FACSIMILE TRANSMISSION: I caused the above-referenced document(s) to be transmitted to the above-named person(s) at the telecopy numbers on the attached list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 6, 2006.

  
Geraldine C. Yalo

Case 2:06-bk-11205-VZ Claim 23-1 Filed 10/19/06 Desc Main Document Page 12  
of 15

CA001 - JAMS, Inc. Service List



1/6/2006

Reference # : 1220034123  
Case Name : Harris, Michael Ray vs. Harris, Lydia  
Case Type: FAMI  
Referring Judge:  
Panelist: Haberfeld, Stephen E.,

---

2 **Goldberg, Steven M.**  
Steven M. Goldberg (Active)  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
sgoldberg@raklaw.com  
Party Represented:  
Michael Ray Harris

---

3 **Givens, Dermot**  
Dermot Givens (Active)  
L/O Dermot Givens RESP Respondent  
433 Camden Dr. Main Phone # 310-854-8823  
Suite 600 Direct Phone #  
Beverly Hills, CA 90210 FAX # 323-878-0416  
dermotg@aol.com  
Party Represented:  
Marion Knight  
Death Row Records Inc.

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4 **Crawford, Debra Vaniman**  
Debra Vaniman Crawford (Active)  
Crawford & Crawford RESP Respondent  
P.O. Box 373 Main Phone # 831-624-2422  
SW Mission & 4th Direct Phone #  
Carmel, CA 93921 FAX # 831-624-2428  
Debra@Divorce-123.com  
Party Represented:  
Lydia Harris

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5 **Goldman, Dan**  
Dan Goldman (Active)  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
dwgoldman@raklaw.com  
Party Represented:  
Michael Ray Harris

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1/6/2006

6 **Comden, Leonard J.**  
Leonard J. Comden  
Wasserman, Comden, Casselman & Pearson  
5567 Reseda Blvd., Suite 330  
PO Box 7033  
Torrance, CA 91337-7033  
lcomden@wocplaw.com  
Party Represented:

THE RESOLUTION EXPERTS

(Active)

RBSP Respondent

Main Phone # 818-705-6800

Direct Phone #

FAX # 818-345-0162

Wasserman, Comden, Casselman & Pearson

**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 12424 Wilshire Boulevard, 12<sup>th</sup> Floor, Los Angeles, California 90025.

On May 4, 2006 I caused to be served the foregoing document described as PROOF OF CLAIM on interested parties in this action

- ☒ by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.
- ☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

**SERVICE NAME/ADDRESS**

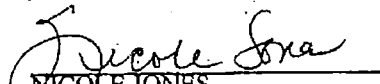
☒ BY MAIL

☐ I deposited such in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ Federal: I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 4, 2006 at Los Angeles, California.

  
NICOLE JONES

SERVICE LIST

Robert S. Altagen, Esq. *Attorney for Debtor, Death Row*  
111 Corporate Center Drive, Ste. 201 *Records*  
Monterey Park, CA 91754

Death Row Records, Inc. *Debtor*  
PO Box 3037  
Beverly Hills, CA 90212

Office of the US Trustee *Trustee*  
725 S. Figueroa Street, 26<sup>th</sup> floor  
Los Angeles, CA 90017